MONTANA WETLANDS LEGACY PROJECTS
CONTRACT NUMBER: SPB04-878P-K

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana Department of Administration, State Procurement Bureau (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts St., PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Watershed Consulting, LLC**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0535127, 410 Wisconsin Ave., Whitefish MT 59937, and (406) 862-3565.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon full execution of all signatory parties, and terminate on June 30, 2010, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of two additional years. This renewal is dependent upon legislative appropriations.

3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

5. SERVICES AND/OR SUPPLIES

Contractor agrees to provide the State with an expedited means of hiring qualified contractors to provide Wetland, Stream, and other Aquatic Resource restoration, enhancement, and development design and implementation for various projects around the State of Montana. This contract will be utilized primarily by FWP but other state agencies or public procurement units may utilize this contract in conjunction with wetland, stream, and other aquatic resource restoration, enhancement and development projects.

The Contractor may need to have access to engineering services depending on the nature of the project. The Contractor will be expected to use their own best judgment as to whether engineering services are needed for a given project. However, traditional engineering methodologies are not the emphasis of this contract. It is a violation of State Statute to practice engineering or land surveying without a license.

5.1 Design Expectations. FWP prefers stream restoration improvement techniques that simulate natural conditions and facilitate natural stream processes. The State is always open to new and innovative approaches that accomplish project goals providing these techniques have proven success.

5.2 Contractor Responsibilities. The selected contractor for an individual project is responsible for the supervision and implementation of the designs and is responsible for oversight of work performed by all subcontractors. In most cases the contractor will provide and be responsible for all the necessary equipment, materials, supplies and personnel necessary for proper execution of the work. However, the State reserves the right to hire subcontractors (equipment and/or labor) if it will provide a cost savings to the State. The selected contractor is also responsible for clean up of the sites and must have the sites inspected by the State immediately prior to completion.

5.3 Permits. The Contractor is responsible for obtaining all necessary permits for each project, including but not limited to 404 permits, 310 (streambank preservation) permits, other permits, SHPO clearance, and water rights.

5.4 On-Site Requirements/Cleanup. When a contractor is contacted by the State to discuss a project, the State and the contractor will visit the job site to become familiar with conditions relating to the project and labor requirements. The State and chosen contractor will then cooperatively develop project feasibility, conceptual design and cost.

The Contractor shall adequately protect the work, adjacent property, and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to their action or neglect.

The Contractor shall maintain access to all phases of the project pending inspection by the State or its representative.

All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance.

The Contractor shall respond within seven calendar days after notice of observed defects has been given and shall proceed to immediately remedy these defects. Should the Contractor fail to respond to the notice or not remedy the defects, the State may have the work corrected at the expense of the Contractor.

In terms of cleanup, the Contractor shall:

(a) Keep the premises free from debris and accumulation of waste;
(b) Clean up any oil or fuel spills;
(c) Keep machinery clean and free of weeds;
(d) Remove all construction smears and stains from finished surfaces;
(e) Perform finishing site preparation to: (1) limit the spread of noxious weeds, and (2) smooth exposed ground surface to enhance aesthetics, provide sire-footing, and provide uniform bed for future revegetation work before final payment by the State;
(f) Remove all construction equipment, tools and excess materials before final payment by the State; and

(g) Install silt fences as necessary, prevent fall-back of excavated materials, and prevent any other potential violations of federal or state water protection laws during the period of construction.

5.5 Work Acceptance. The Contractor is responsible for project oversight as needed. The State may also periodically provide personnel for administrative oversight from the initiation of the contract through project completion. All work will be inspected by the State or designated liaison prior to approval of any contract payments. All work rejected as unsatisfactory shall be corrected prior to final inspection and acceptance. Contractor shall respond within seven calendar days after notice of defects has been given by the State and proceed to immediately remedy all defects.

5.6 Records. The Contractor will supply the State with photo documentation of methods of habitat restoration progress throughout project implementation. Contractor will maintain records for themselves and all subcontractors of supplies, materials, equipment and labor hours expended.

5.7 Communication. During a project the chosen contractor is required to make weekly contact with the State liaison, or other parties designated by the State for communications, to make arrangements for field inspections and project compliance. This communication must be made in person or by telephone conversation with designated liaisons. Voice mail recordings will not be considered communication unless approved by the State's project contact.

Remoteness of project sites may necessitate that the Contractor have some form of field communication such as a cellular phone. This communication is necessary to enable the State to respond to public concerns related to the project, accidents, inspections, or other project issues that require immediate feedback. Weekly communication will commence when the chosen contractor initiates project implementation.

5.8 Project Monitoring and Reports to the Corps of Engineers. The Contractor is responsible for monitoring their projects and reporting to the Corps of Engineers about the development of wetland and stream function resulting from the project. In this way, the Corps will know whether wetland credit for the project has been earned.

5.9 Change Of Staffing. Since qualifications of personnel were key in determining which offeror's were selected to be on this term contract, a written notification to the State Agency requesting services of any contractor changes of key personnel must be made prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the Agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this term contract. Failure to notify the State Agency of staffing changes could result in the contractor being removed from the term contract listing and possible suspension from bidding on other State projects.

5.10 Collaboration on Potential Projects. The State encourages collaboration between Contractors to increase the scope and effectiveness of services offered. All subcontractors to be used in any project must be approved by FWP or the authorized entity initiating the project.

6. PROJECT SELECTION

The State will be responsible for identifying projects, contacting landowners and securing necessary permission/cooperation agreements, selecting a contractor, writing grant applications and approving project payments.

The State will not initiate projects where it is known that hazardous materials are present. If there is an indication of a potential of hazardous materials, then the State will do testing prior to contacting the Contractor. However, there is always the possibility of unforeseen problems resulting in the stoppage of a project.

The selected contractor will be required to meet with State personnel at the project site to conduct a site evaluation, discuss project issues and begin the negotiation process on project feasibility, conceptual design and costs for each project.

7. CONTRACTOR SELECTION

The State may select a term contract holder from the Environmental Services Contract-Home page under MT Wetlands Legacy Projects as provided under the state's website address http://www.discoveringmontana.com/doa/gsd/procurement/TermContracts/environservices/Default.asp , taking into consideration such things as the contractor's expertise, requirements and location of the project, the contractor's availability and access to resources necessary to efficiently and effectively complete the project, demonstrated excellent past performance on State and public projects, identified subcontractors and total project cost**.**

7.1 General. Ordering agencies shall use the procedures in this section when ordering services priced at hourly rates as established by each Term Contract (TC).

7.2 Request for Quotation (RFQ) procedures. The ordering agency must provide an RFQ, which includes the statement of work and limited but specific evaluation criteria (*e.g.*, experience and past performance), to all TC contractors. The RFQ may be posted to the agency's state website to expedite responses.

7.3 Statement of Work (SOW's). All SOW's shall include at a minimum a detailed description of the work to be performed; location of work; period of performance; deliverable schedule; applicable performance standards; and any special requirements (*e.g.*, security clearances, travel, special knowledge).

(1) Ordering agency may select a contractor from the appropriate list and directly negotiate a mutually acceptable project based on a sudden and unexpected happening or unforeseen occurrence or condition, which requires immediate action (Exigency).

(2) Ordering agency may place orders at, or below the $5,000 threshold with any term contract contractor that can meet the agency's needs. The ordering agency should attempt to distribute orders among all contractors.

(3) For orders estimated to exceed $5,000 but less than $25,000.

(i) The ordering agency shall develop a statement of work.
(ii) The ordering agency shall provide the RFQ (including the statement of work and evaluation criteria) to at least three TC contractors.
(iii) The ordering agency shall request that contractors submit firm-fixed prices to perform the services identified in the statement of work.

(4) For orders estimated to exceed $25,000. In addition to meeting the requirements of 3 above, the ordering agency shall:

(i) Provide the RFQ (including the statement of work and the evaluation criteria) to all TC contractors .

7.4 Evaluation. The ordering agency shall evaluate all responses received using the evaluation criteria provided in the RFQ to each TC contractor. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable. The agency will place the order with the contractor that represents the best value. After award, ordering agencies will provide timely notification to unsuccessful TC contractors. If an unsuccessful TC contractor requests information on a task order award that was based on factors other than price alone, a brief explanation of the basis for the award decision shall be provided.

7.5 Minimum documentation. The ordering agency shall document:

(1) The TC contractors considered, noting the contractor from which the service was purchased;
(2) A description of the service purchased;
(3) The amount paid;
(4) The evaluation methodology used in selecting the contractor to receive the order;
(5) The rationale for making the selection;
(6) Determination of price fair and reasonableness.

Agency project task orders will be utilized to finalize the project. Only written addenda will be used for adjustments of the task orders and must be signed by both parties. All task orders must contain signatures from both parties and appropriate agency legal review as directed in their procurement policy.

The State will monitor contractor selection by using the information provided in the annual term contract usage reports.

Contractor's who fail to respond to three (3) RFQ opportunities within a one-year period between July 1st and June 30th, may be removed from the qualified list of contractors.

8. CONSIDERATION/PAYMENT

8.1 Payment Schedule. In consideration for the Montana Wetlands Legacy projects to be provided, the State shall pay according to the prices listed in Attachment B. Project budgets will be negotiated for each individual project. However, all rates, terms and conditions set forth in this term contract will be applied to individual contracts.

8.2 Invoicing Methods. The State reserves the right to choose the invoicing method from the following: (1) Prime contractor's billing will include the subcontractors charges and payment will be made to the prime; or (2) Prime and subcontractors will bill the State separately and the State will pay each directly.

8.3 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

9. COST/PRICE ADJUSTMENTS

9.1 Price Increases Negotiated Based on Increases in Contractor's Costs. Price increases may be permitted at the time of contract renewal through a process of negotiation with the

Contractor and the State. Any price increases must be based on demonstrated industry-wide or regional increases in the Contractor's costs. Publications such as the Federal Bureau of Labor Statistics and the Consumer Price Index (CPI) for all Urban Consumers may be used to determine the increased value.

Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

10. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the project description, total dollars expended, and the name of the agency purchasing the services. The first report for this term contract will be due July 16, 2005.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

11. CONTRACTOR REGISTRATION

The Contractor is required to be registered with the Department of Labor and Industry under sections 39-9-201 and 39-9-204, MCA, *prior* to contract execution. The State cannot execute a contract for construction to a Contractor who is not registered and may award the contract to the next responsive vendor if registration is not completed in a timely manner. (Mont. Code Ann. § 39-9-401.)

Rowe Excavation, Dillon MT	Contractor Registration Number: 41518
Wolf Creek Rock & Gravel LLC	Contractor Registration Number: 148893
John Fitchett, Heron MT	Contractor Registration Number: (can not be used until registration number is submitted)

12. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over $5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

13. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of $25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the workers of each contractor engaged in construction services must be performed by bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts,

as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of $25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of Heavy Construction and Nonconstruction services. The booklets containing Montana's 2003 Rates for Heavy Construction and Nonconstruction Services are attached.

The most current Montana Prevailing Wage Booklet will automatically be incorporated at time of renewal. It is the contractor's responsibility to ensure they are using the most current prevailing wages during performance of its covered work.

14. ACCESS AND RETENTION OF RECORDS

14.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

14.2 Retention Period. The Contractor agrees to create and retain records supporting the Montana Wetlands Legacy projects for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

16. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in

any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

17. REQUIRED INSURANCE

17.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

17.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

17.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

17.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

17.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

17.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

17.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

17.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the

insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

17.9 Certificate of Insurance/Endorsements. A certificate of insurance from insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

18. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, upon expiration.

19. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

20. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

21. PATENT AND COPYRIGHT PROTECTION

21.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

21.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

22. CONTRACT TERMINATION

22.1 Termination for Cause with Notice to Cure Requirement. The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

22.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

23. STATE PERSONNEL

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

23.1 State Contract Manager. The State Contract Manager identified below will be the single point of contact for the coordination of all contract issues under this contract. The State Contract Manager will meet with the Contractor Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: ROliver@mt.gov

23.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State.

The State Project Manager for this contract is:

Tom Hinz, Coordinator
Montana Wetlands Legacy
1400 South Nineteenth
Bozeman MT 59718

Telephone #: (406) 994-7889
Fax #: (406) 994-4090
E-mail: thinz@montana.edu

24. CONTRACTOR PERSONNEL

24.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of the contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under the contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this Contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

24.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Amy Chadwick
410 Wisconsin
Whitefish MT 59937
Telephone #: (406) 862-3565
Fax #: (406) 862-4341
E-mail: amy@watershedconsulting.com

24.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Amy Chadwick
410 Wisconsin
Whitefish MT 59937
Telephone #: (406) 862-3565
Fax #: (406) 862-4341
E-mail: amy@watershedconsulting.com

25. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the

State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

26. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

27. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

28. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

29. SCOPE, AMENDMENT AND INTERPRETATION

29.1 Contract. This contract consists of 11 numbered pages, any Attachments as required, RFP #SPB04-878P**,** as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

29.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

30. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135

BY: Penny Moon, Contracts Officer
(Name/Title)

BY: _____
(Signature)

DATE: _____

WATERSHED CONSULTING, LLC
410 WISCONSIN AVE.
WHITEFISH MT 59937
FEDERAL ID # 81-0535127

BY: _____
(Name/Title)

BY: _____
(Signature)

DATE: _____

ATTACHMENT A
CONTRACTOR'S RFP RESPONSE

INTRODUCTION

Watershed Consulting, LLC is a natural resource consulting firm that provides comprehensive ecological evaluation and restoration services in the Northern Plains and Rocky Mountains.

Watershed Consulting, LLC employs an experienced, multidisciplinary team of scientists with the expertise to analyze and understand complex ecosystems. Our philosophy is to provide clients with a holistic understanding of the physical, chemical and biological interactions that characterize an ecosystem. This philosophy presents clients with environmentally and economically viable management recommendations and comprehensive restoration strategies to ensure natural process recovery.

Watershed Consulting, LLC, has formed a highly qualified team with Gillilan Associates, Inc., and Golder Associates, Inc., to provide the State of Montana with wetland and stream restoration services. All of the companies on the Watershed Consulting team have experience in Montana and are familiar with the diverse aquatic systems of eastern and western Montana. These firms were chosen for the Watershed Consulting team also for their commitment to a holistic approach to aquatic resource restoration involving all stakeholders.

Watershed Consulting will serve as the prime contractor in charge of managing the contract and task orders. The State of Montana will have one point of contact for all services.

The Contractor Contract Administrator and Sole Point of Contact is:

Amy Chadwick
Watershed Consulting, LLC
410 Wisconsin, Whitefish, Montana, 59937
Phone: (406) 862-3565
Fax: (406) 862-4341
amy@watershedconsulting.com

Amy will be the project director and will be responsible for coordination and communication with the State of Montana and among firms in the team.

Watershed Consulting has built a team that will maximize expertise and cost-effectiveness in our approach to wetland and stream restoration and enhancement. Each project will be staffed with cost-effectiveness in mind, utilizing staff with the most suitable expertise and experience, and considering project location. All of the subcontractors on the team were chosen for their strengths, talents, and desire to improve water resources, as well as their knowledge of stream and wetland ecological function and restoration. Watershed Consulting has prior experience with both of the firms selected for the team, and enjoys regular communication and effective communication with both firms. Watershed Consulting, Gillilan Associates, and Golder Associates will design projects cooperatively, using the breadth of the combined expertise and experience of all firms. Figure 1 below illustrates the primary roles of the firms in the Watershed Consulting team.

Figure 1. Company roles and responsibilities for the Watershed Consulting team.

Section 4.1.2 contains details about the qualifications of all firms on the Watershed Consulting team and roles of team personnel.

SECTION 4. QUALIFICATIONS

4.0 State's Right to Investigate and Reject

SPB04-878P, **Section 4.0**, including all subsections, Watershed Consulting, LLC understands and will comply.

4.1 Informational Requirements

This section contains references, project experience, and staff qualifications for the firms in the Watershed Consulting team, as well as subcontractor information.

4.1.1 References

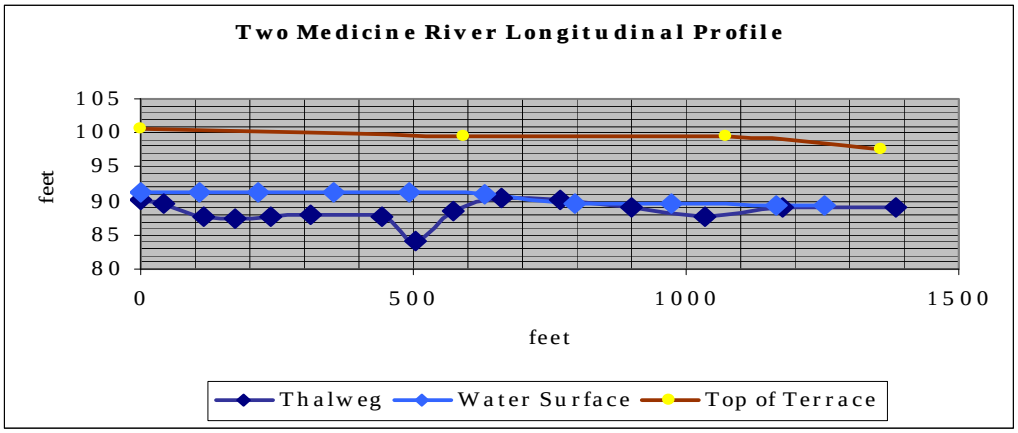
The firms in the Watershed Consulting team have extensive experience working with federal, state, and local agencies, as well as landowners, in areas throughout Montana. Three references each for government and landowner clients are provided for Watershed Consulting. Additional references are provided for Gillilan Associates and Golder Associates. Additional project descriptions, with contacts that may be used as references, are provided in Section 4.1.2.

Government References

References for Watershed Consulting, LLC

Project: Teton River Stream Restoration and Irrigation Diversion Retrofit
Contact: Alan Rollo, 808 52nd Street South, Great Falls, (406) 727-4437, arollo@mcn.net
Project Timeline: Completed in 2001
An assessment of the Teton River near Choteau identified several destabilizing irrigation diversions, where aggradation was causing significant amounts of gravelly sediments to build up, which were then dredged every year for irrigation purposes. Watershed Consulting designed and implemented alternative irrigation diversions which improved fish habitat, reduced aggradation and erosion and provided for long-term riparian restoration using brush bars and willow cuttings.
Personnel Involved: Mike Koopal, Fisheries
Steve Buckley, Hydrology
Mark VanderMeer, Plant Ecology

Two Medicine River Stream Restoration
Client: Blackfeet Nation
Contact: Artis Bartheson, (406) 338-7421
Project Timeline: Initiated early 2004, partially complete
Watershed Consulting is involved in all phases of design, permitting, and construction for Two Medicine River stream restoration. The purpose of the project is to strengthen the streambanks throughout the reach. The bank strength must be blended through the reach in order to avoid creating "nick points". Accelerated bank erosion will occur at areas where bank strength changes dramatically. With an increase in bank strength, the river will be able to pass the bedload, bank erosion will decrease and flow patterns returned to normal. As part of the design, Watershed Consulting conducted a detailed Total Station Survey of the site. The results of this survey are shown on the accompanying cross-section and longitudinal profile, below.



This simplified profile illustrates one of the main problems in the reach, namely the aggradation occurring midway through the meander bend, which can be seen where the water surface and thalweg merge. Construction has been completed, and includes bioengineering for bank stabilization and in-stream structures designed to improve fish habitat and restore natural channel dynamics. The techniques involved include the establishment of a riparian buffer zone 20'-30' wide, restoring native riparian vegetation and construction of several rootwad logjams designed to break up near bank flow velocities and provide fish habitat.
Personnel Involved: Steve Buckley, Hydrologist/Project Design and Oversight

Project: Lower Swift Creek Restoration
Contact: Mark Deleray, MT FWP, (406) 751-4543, mdeleray@state.mt.us
Client: Coalition of 4 large local landowners adjacent to Swift Creek, MTFWP
Project Timeframe: 1998-2001
Excessive erosion was occurring in the lower reach of Swift Creek, the main tributary to Whitefish Lake. Watershed Consulting performed a detailed evaluation of the reach, including Total Station Survey and Hydrologic Analysis, Bedload transport, Fish Habitat and Bull Trout spawning surveys. From this analysis, Watershed Consulting developed a detailed restoration plan providing for bank stabilization, fish habitat improvement and corridor-wide riparian restoration, which was backed by all the landowners and MTFWP. This project was implemented in 1999 and is extremely successful. Restoration and monitoring on Swift Creek have been completed as recently as 2001.
Personnel involved:
Steve Buckley, Geomorphologist, Project Manager
Igor Suchomel: Hydrologist
Mike Koopal: Fish Biologist
Mark VanderMeer: Plant Ecologist

Additional Government References (Gillilan Associates, Inc.)

Gallatin County Floodplain Application Reviews
Contact: Jennifer Madgic, Gallatin County Planning Director (406) 582-3130, jmadgic@county.gallatin.mt.us

Landowner references

References for Watershed Consulting, LLC

East Fork Bull River Restoration
Client and Contact: Mr. Robert Stein, Rstein1@peoplepc.com, (734) 944-0269
Project Timeframe: Restoration completed 2002
Riparian logging conducted by a previous landowner had resulted in excessive bank erosion, aggradation and the development of a braided reach with 3-4 shallow, poorly developed channels in this bull trout stream. Watershed Consulting conducted a total station survey of the reach and put together a stream and riparian restoration plan designed to improve fish habitat, maintain stream stability and re-establish riparian succession which would eventually restore a single-thread channel with cedar overstory. The project utilized native

materials with abundant large rootwads to help restore the dominance of the large woody debris in the system. Large wood had been an extremely important component before the large cedar trees were removed. Overhead cover was increased using large transplants of red osier and Bebbs willow. Pool habitat was increased and width depth ratio decreased. Riparian succession was restarted using intensive revegetation techniques including brush mats, companion planting and wildlife fencing.

Personnel:
Steve Buckley, Project Manager/Hydrologist
Mark Vander Meer, Restoration Ecologist
Amy Chadwick, Monitoring/Riparian Ecologist

Lower Swift Creek Restoration
Contact: Mr. Patrick Sullivan, Swift Eagle Ranch (406) 862-0357, wfhills@montana.com
Client: Coalition of 4 large local landowners adjacent to Swift Creek, MTFWP
Project Timeframe: 1998-2001
Excessive erosion was occurring in the lower reach of Swift Creek, the main tributary to Whitefish Lake. Several landowners were losing property and aggradation was causing a loss of stream competency in the reach. Landowners were preparing for a war of rip-rap, which was discouraged by the local Conservation District. An engineering firm had proposed a large gravel mine to act as a settling basin as a means to deal with the aggradation. The scenario was complicated both by the presence of bull trout and the deltaic inlet to Whitefish Lake. Watershed Consulting performed a detailed evaluation of the reach, including Total Station Survey and Hydrologic Analysis, Bedload transport, Fish Habitat and Bull Trout spawning surveys. From this analysis, Watershed Consulting developed a detailed restoration plan providing for bank stabilization, fish habitat improvement and corridor-wide riparian restoration which was backed by all the landowners and MTFWP. This project was implemented in 1999 and is extremely successful. Restoration and monitoring on Swift Creek have been completed as recently as 2001.

Personnel involved:
Steve Buckley, Geomorphologist, Project Manager
Igor Suchomel: Hydrologist
Mike Koopal: Fish Biologist
Mark VanderMeer: Plant Ecologist

Petrig Land Stewardship and Watershed Restoration
Client: Mr. David Petrig, Private Landowner
Contact: David Petrig; (425) 879-8416 (no email)
The Petrig Land Stewardship and Restoration Project, though encompassing only 250 acres, defines genuine watershed scale restoration. Three elements make this project an on-going success. Mr. Petrig's land in western Montana displays almost every sort of degradation possible, having been heavily roaded, logged twice, and overgrazed, resulting in stream incisement and heavily degraded riparian areas. Methods employed for stream restoration include stream channel construction, riparian vegetation restoration, and in-stream bioengineering structure placement. In-stream bioengineering techniques included installing a series of willow and brush structures simulating abandoned beaver dams, which resulted in higher sediment trapping, channel aggradation in incised areas, and raising the water table to reconnect stream and floodplain. Willows installed as part of simulated dams have sprouted and stream baseflow has increased every year, even in drier years, due to increased water storage in the riparian corridor. Other restoration efforts include: road obliteration; reforestation; thinning for tree vigor, species composition and fire hazard reduction; weed control; and prescribed burning for wildlife forage. This project has been ongoing since the year 2000.

Personnel Involved:
Mark Vander Meer, Restoration Ecologist/ Soil Scientist/Forester
Amy Chadwick, Riparian Ecologist

Pond feasibility, design, management and permit assistance
Client and Contact: Mr. Greg Zuckert, Whitefish, MT (406) 862-9568
Watershed Consulting, LLC has been contracted by several private landowners to manage ponds or to develop designs for construction or augmentation. Watershed Consulting, LLC analyzes the physical, chemical and biological characteristics of the pond in order to provide overall feasibility and management plans dovetailed to landowners intentions. On this particular project and for several others, design recommendations

included fish habitat improvements. Watershed Consulting, LLC serves as a liaison with management agencies to guide the client through the permit process.
Staff:
Mike Koopal, Project management, fisheries
Steve Buckley, Hydrology

Additional References (Gillilan Associates, Inc.)

Bull Run Creek Restoration
Contact: Mr. Andy Ferré, Fay Management, Inc., (406) 586-4001, aferre@fayranches.com
Location: Belgrade, Montana
Timeline: June 2003 to Current
The headwaters of Bull Run Creek, a spring creek tributary to the East Gallatin River consisted of a straight entrenched drain ditch. In this project GAI converted 1,000 feet of drain ditch to 1,560 feet of sinuous spring creek channel with pools and riffles. An additional 2,000 feet of the channel below the drain ditch was also enhanced to remove silt, narrow overwide sections, expose native spawning gravel, and create riffle, run and pool habitat for trout of various age classes. In total over 3,500 feet of quality spring-fed stream habitat was reworked to greatly reduce the amount of sediment transported downstream and to provide excellent spawning, rearing and adult trout habitat. Native sod was used to narrow the channel in overwide sections and create additional *Carex/Juncus* wetland riparian areas.
Personnel: Scott Gillilan, Project Design and Oversight

Silver Spring Creek Restoration and Wetland Creation
Client and Contact: John and David Wimberly, Landowners (406) 582-0500 or (617) 261-0777
Timeline: April 2000 to Fall 2003
GAI acted as project manager, designer, and construction supervisor in transforming over 1 mile of a severely degraded, 25 cfs spring creek into a blue ribbon trout fishery and principal spawning resource for the Ruby River near Sheridan, Montana. Stream Restoration techniques included salvage and transplantation of over 5 acres of natural wetland sod mats to create vegetated banks for narrowing the over-wide channel, complete silt removal, creation of quality spawning opportunities, and creation of juvenile and adult trout habitat. We were able to maximize macroinvertebrate production through the introduction of clean cobble and gravel. Low ground pressure construction techniques were utilized with excellent results. GAI also designed and built over 24 acres of wetlands as part of an overall ranch restoration program. Habitat was developed in 7 separate wetland cells. The principal revegetation technique was the use of both upland and wetland sod for water edges, islands and “hummock” type habitat in otherwise open water. One 4-acre wetland cell was designed as a water treatment wetland receiving agricultural tail water.
Personnel: Scott Gillilan, Project Manager/Construction Design
Martha Kauffman, Design/Construction Oversight

Bull Run Creek Wetland Creation and Watershed Group Organization
Contact: John Bishop, Landowner. (406) 522-0721 email john_cben@hotmail.com.
Project Timeline: June 2003 to Current
GAI was retained by Mr. Bishop to explore the feasibility of developing a watershed group on Bull Run Creek with the purpose of soliciting grants for a comprehensive stream restoration on over 12 miles of creek. Within 2 months of project inception a watershed group was formed with over 85% of the land base and owners. Grants for further watershed planning and development are underway.
Personnel: Scott Gillilan, Project Manager

Fox Creek Restoration and Demonstration Project
Client and Contacts: Blaine and Nancy Huntsman, Landowners, email huntsmann@comcast.net, phone (801) 328-9976; Gary Vecellio, Idaho Fish and Game, Permit Holder/Project Partner (208) 525-7290 gvecellio@IDFG.STATE.ID.US.
Project timeline: September 2003 to Current
Fox Creek, a principal spawning tributary of the Teton River for native cutthroat trout, is severely degraded due to the removal of all riparian vegetation and dredging of the channel in the 1940’s. In its current state it is entrenched, over-wide, and largely devoid of adult trout habitat due to the shallow water depth and plane bed

form. Approximately 2,600 feet of this spring-dominated creek will be restored in 2004 as a demonstration reach for 2 additional miles of creek, which will be restored downstream. Plans have been designed and peer reviewed nationally. The channel will be narrowed using a variety of techniques. One technique will be to narrow the channel by building new floodplain banks using wetland sod harvested from on the property. Another will be to narrow the channel by building point bars and lateral bars using material excavated from the channel bed where pools and runs are created. An intensive revegetation effort will also be undertaken to revegetate bare banks, restore a diverse mixture of riparian shrubs and trees, and diversify the wetland species in floodplain overbank areas.

Additional project descriptions and contacts are provided in Section 4.1.4.

4.1.2 Company Qualifications

Primary Contractor and Managing Office:

Watershed Consulting, LLC
410 Wisconsin
Whitefish, MT 59937
Telephone: (406) 862-3565
Fax: (425) 862-4341
Contact email: amy@watershedconsulting.com

Principal Officers:
Steve Buckley, M.S., P.G. Hydrologist/Geomorphologist
Amy Chadwick, M.S. Water Quality Specialist/Riparian Ecologist
Mike Koopal, B.A. Fisheries Biologist
Mark VanderMeer, M.S. Forest Restoration Ecologist

Watershed Consulting employs several seasonal and full-time technical staff members as well. Primary full-time technical staff are listed in Table 2, Section 4.1.5.

Legal Status:
Watershed Consulting, LLC is a Limited Liability Corporation, founded in 1994.

Services Provided:
Watershed Consulting, LLC has a solid proven track record providing a full range of

interdisciplinary services including:

- Channel Design and Stream Restoration
- Bio-engineered Floodplain Stabilization
- Stream Stabilization
- Fish Passage Construction
- Watershed Assessment
- Environmental Permitting
- Native Material Bank Stabilization
- Fish Habitat Assessment and Improvement
- Alternative Irrigation Diversions
- Wetland enhancement and construction
- Fisheries population investigations
- GIS and Remote Sensing

Watershed Consulting, LLC, was formed in 1994 by professionals specializing in watershed assessment and stream, wetland, and forest ecological restoration. We have ten years experience in all facets of stream restoration, reconstruction, bank stabilization, fish habitat improvement, floodplain stabilization and revegetation. We have the local knowledge and a working relationship with local heavy equipment operators, which allows us to come up with consistently high quality restoration projects. Our holistic approach utilizes the talents from a multi-disciplinary team of scientists, each with solid experience and expertise in his/her specific discipline. Our team has expertise in restoration ecology, vegetation ecology, fisheries biology, aquatic

ecology, watershed hydrology, geomorphology, geographic information systems, forestry, forest soil sciences, and water quality. Together, this team has consistently provided clientele practical management recommendations and have produced quality restoration projects.

Watershed Consulting, LLC operates in areas throughout Montana and in northern and central Idaho. Our clients are local, state, federal and tribal agencies, private corporations, private landowners, watershed groups and non-profit entities. Examples of some of our clients include: Montana Fish, Wildlife, and Parks; Montana Department of Natural Resources Conservation; Montana Department of Environmental Quality; the Clearwater National Forest; the Salish-Kootenai Confederated Tribes; the Flathead Basin Commission; the Nez Perce Tribe; Sun River Watershed Council; Teton River Watershed Council; Flathead Conservation District; U.S. Fish and Wildlife Service; and the Federal Highways Administration.

Communication and Cooperation

Watershed Consulting recognizes that communication is essential to implementing successful restoration projects. We maintain a policy of remaining in regular contact with all cooperators. We understand the need to make weekly contact with the State liaison, and are always willing to arrange site inspections for project compliance. We believe that education is an important part of long-term restoration, therefore, we regularly schedule project tours for clients on our projects involving private landowners and watershed groups. We encourage cooperating agency personnel to attend these tours as well. We provide regular progress reports on the schedule specified by the client. We emphasize establishing and maintaining clear, regular communication with any private landowners or watershed groups involved in projects, and strive to facilitate communication among all cooperators.

Our project reports are presented in a clear, concise manner, with all relevant information and data included in a usable format. We believe it is important to present results to all cooperators, and recruit their interest in the long-term success of the projects implemented.

4.1.3 Subcontractor Experience

Roles of Cooperating Firms

Watershed Consulting has specialized capabilities and expertise necessary for wetland and stream corridor restoration or enhancement and wetland construction. Our knowledge of wetland and stream corridor systems allows us to cooperate effectively with the cooperating firms and other subcontractors to implement cost-effective, ecologically sound restoration projects.

Company profiles for cooperating firms are included below. Project experience for cooperating firms is outlined in Section 4.1.4.

Gillilan Associates, Inc.
Gillilan Associates, Inc. (GAI) focuses on the sustainable management, enhancement, development and restoration of western lands. GAI principal Scott Gillilan has over 20 years of experience as a scientist, project manager and business owner and is a recognized leader in the field. They work with private landowners, ranches and farms, foundations, public agencies, conservation groups and others on a regular basis. Their services focus on applied water resource investigations, mitigation and restoration design. They also provide a variety of technical and other services including: conservation land management, spring creek assessments, project and construction management, general contracting, surface and groundwater interaction studies, channel stability inventories, physical and bio-monitoring, natural channel design and restoration, surface hydrology and flood hazard analysis, fluvial geomorphology, public education, peer reviews, wetland design and construction, and land reclamation services in severely disturbed environments.

Other Services:

- **Watershed Organization** – This work includes canvassing rural and other watersheds for potential participants interested in approaching their water resource from a watershed perspective. Issues

identification, meeting organization, arranging field trips and coordinating local, regional, state and federal financial grant and other assistance for organization and group maintenance.

- **Private Land Conservation Management** – This work includes assisting private landowners access state and federal programs, non-governmental organizations, and other entities that have an interest in private land conservation strategies and programs such as the conservation measures in the USDA 2002 Farm Bill. This work includes acting as private land owner agent and project manager on multi-faceted projects, review of in-place conservation easements, and alternative seeking for valuable wildlife habitat in danger of being developed.

- **Irrigation and Drought Management Services** – This work includes baseline inventories of property or basin water use patterns, practices, and water distribution systems with an eye towards effectively balancing irrigation water needs with aquatic habitat needs. Includes water rights research, conversion of water rights and permitting, surveying and design of more efficient systems.

- **Mitigation Wetland Design**

Golder Associates, Inc.

Golder has extensive experience in stream and wetland restoration, GIS, remote sensing, surface and ground water modeling, and statistical analysis of water quality data. Golder will be the primary subcontractor for engineering, graphics, and mapping, and will be the technical lead in those services. The Golder personnel included in this team have experience with aquatic systems similar to those in western and eastern Montana, and have worked with Watershed Consulting on several water resource projects in Montana.

Golder has been addressing critical and complex environmental and engineering challenges since 1960. Their services include the following areas:

Ecological Services

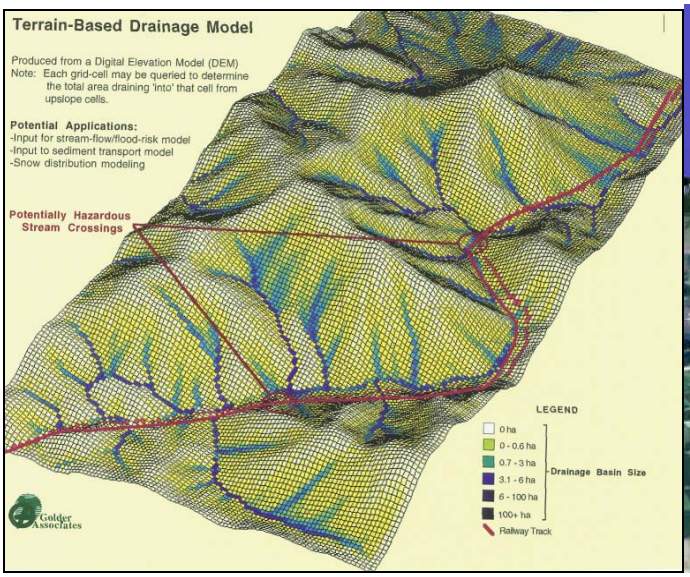
- Environmental engineering
- Environmental regulatory permitting
- Impact evaluation and monitoring
- Groundwater/Hydrologic analysis
- Wetland delineation
- Restoration and remediation
- Fish and wildlife assessment
- Natural Resource Damage Assessment
- Geology/geotechnical
- Decision support software and services
- Cultural assessment
- Hydraulic modeling

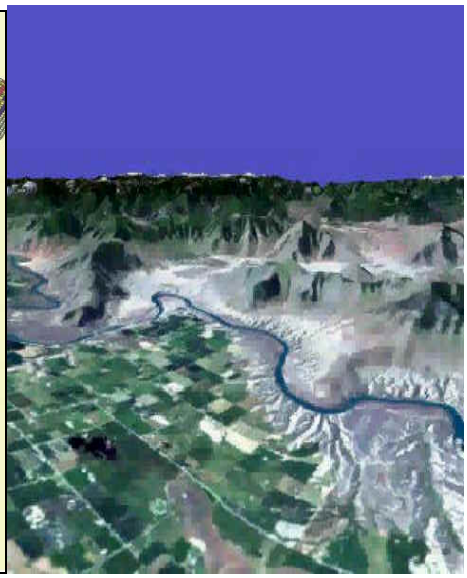
Golder Associates Inc. has completed successful stream restoration in a variety of settings. Our stream restoration experience falls into three broad categories: restoring fish passage, restoring valley-floor and off-channel areas to enhance salmonid spawning and rearing habitat, and restoring streams that have been altered from natural processes and have resulting problems of erosion, unstable slopes, and sediment deposition.

Other Services:

GIS and Remote Sensing

The GeoGraphic Information Services (GGIS) group of Golder Associates has over 50 full-time employees which provides consulting and services involving Geographic Information Systems (GIS), Remote Sensing and Computer Assisted Drafting/Design (CAD). Golder has been involved in GIS since its inception, and was recently presented with an Award of Excellance from ESRI. Over 250 projects have been completed for customers in the United States, Canada, and other countries, including oil and gas exploration/production companies, pipeline companies, mining companies, utility companies, forestry companies, and agricultural processing companies, as well as government agencies, U.N. organizations, and international financial institutions.





Samples of the landscape analysis graphics capabilities of Golder Associates.

Golder Associates uses proven, industry-standard software tools, selected for their reliability, high quality and compatibility with other software. Depending on client requirements, project work can involve one or more of such software packages as:

- GIS (ARC/INFO, PAMAP, Microstation (with GeoGraphics, Descartes, GeoCoordinator))
- Desktop mapping (ArcView with Spatial and 3D Analyst, MapObjects, MapInfo Professional with Vertical Mapper)
- Web GIS (ArcIMS)
- Image analysis (PCI EASI/PACE)
- Spatial data warehousing (ArcSDE)
- Drafting and design (AutoCAD, CorelDraw, PhotoShop)
- Database management systems (Oracle, Microsoft SQL Server and Access)
- Various application development/programming environments (Visual Basic, Java, HTML)

Instream-flow determinations

Golder Associates (Golder) makes use of various analytical tools for addressing instream flow needs to analyze the wide range of potential effects water management may have on riverine environments. The instream flow requirements for fish is often particularly important. One of the more sophisticated methods used to address fish habitat issues is the Instream Flow Incremental Methodology (IFIM). This method involves use of computer models to compare predicted habitat conditions in the regulated river system with the habitat preferences of the fish species of interest. An interdisciplinary approach and application of powerful predictive tools such as IFIM have proved to be very useful in achieving integrated management of water resources. Golder Associates has the flexibility and expertise to use new, improved instream flow technologies including 2-D and 3-D hydraulic models.

<u>Other Subcontractors</u>

Proposed Sub-contractors include three heavy equipment operators with specific experience in native material bank stabilization, stream restoration, fish habitat improvement, riparian transplanting and all other facets of engineered construction projects. These subcontractors have worked with Watershed Consulting and Gillilan Associates on a wide variety of stream and wetland restoration projects throughout Montana, and are well-established in their field of expertise:

Rowe Excavation, Dillon, MT	17 yrs Experience
John Fitchett, Heron, MT	10 yrs Experience
T&L Construction, Wolf Creek, MT	20 years Experience

Stream and wetland restoration work will be performed by staff of Watershed Consulting and Gillilan Associates. Specific roles of staff involved in stream and wetland restoration are listed in Table 3 (Section 4.1.5).

Revegetation will be performed by Watershed Consulting, LLC, under the direction of Mark VanderMeer, our principal restoration ecologist.

4.1.4 Previous Projects

Project experience of the Watershed Consulting team includes a variety of stream and wetland restoration projects, each with specific problems and concerns, and many involving diverse management recommendations, engineering and restoration designs. Detailed descriptions of methods used in restoration are included in Appendix A. Selected previous projects are detailed below.

Prior Project Experience: Watershed Consulting

Sun River Restoration-Parker Reach near Fort Shaw

Contact: Alan Rollo, Sun River Watershed Coordinator, (406) 727-4437

The Parker reach of the Sun River had extensive high, eroding banks due to removal of native riparian vegetation over many years and altered channel dynamics. In addition, irrigation diversions were unstable and partly non-functional. Watershed Consulting stabilized high, eroding banks using rootwad revetments and native plantings to allow native vegetation to become re-established and re-establish natural erosion rates over time. Watershed Consulting was involved in permitting, design, and construction for irrigation diversion improvement and retrofit.

Parker Reach Sun River before construction

Parker Reach Sun River after construction, prior to growing season.

East Fork Bull River Restoration

Project Timeframe: Restoration completed 2002

Watershed Consulting was responsible for permitting, design, and construction for this streambank restoration project. Construction used a heavy equipment operator with experience in low-impact techniques. Raw, eroding banks were stabilized using rootwad revetments, brush bundles, and native riparian species plantings. Restored banks have withstood high flow scouring very well, and provide excellent fish habitat, as well as excellent streambank stability.

East Fork Bull River restoration. Both photos are post-construction, taken from 1 to 3 years after construction.

Teton River Restoration-Eureka Diversion

Contact: Alan Rollo, Teton River Watershed Coordinator, (406) 727-4437

Watershed Consulting was hired by the Teton River Conservation District to evaluate six large diversion structures on the Teton River, and to design solutions that would lower annual maintenance of the diversions and thus lessen disturbance to the river. Our analysis and design incorporate both the Rosgen concept of natural stability and our concept of river channel dynamics. Frequency and magnitude of natural channel changes of a high-bedload C4 channel type dictates our approach. Analysis of fluvial landforms, and of riparian successional changes as related to the landforms, illuminates the channel dynamics. A Total Station survey of the diversions allows us to analyze channel geometry and pattern and their departure from optimum form.

During construction After construction: diversion and banks stabilized (closer view).

Additional project experience is outlined in Table 1, below.

Table 1. Other Related Project Experience for Watershed Consulting, LLC

Project Name	Project Description (details in appendix)	Year	Contact name	Status
Assessment of Fish Passage Potential at Stream Crossing Locations	Watershed Consulting conducted 100 road-stream crossing surveys on fish bearing streams in Montana in 2003 to determine the viability of fish passage. Each site contained a detailed fish passage survey in addition to a detailed cross section survey upstream from the crossing to determine channel flow characteristics. 100 more sites will be surveyed in 2004 Data was entered to an Access database to be used at a later date in the FishXing program.	2003-2004	Jim Bower, Fisheries Program Specialist, Montana DNRC, Missoula Office (406) 542-4232.	On-going

Project Name	Project Description (details in appendix)	Year	Contact name	Status
Fish, Amphibian and Watersed Feature Inventory & Assessment	Watershed Consulting investigated the fish, amphibian and watershed features of the Blackleaf EIS area. This study was conducted to update existing data and to obtain entirely new data to support the preparation of a future EIS document for oil and gas exploration. Biological, chemical and physical data were assimilated and sensitive areas to disturbance were identified to help guide the alternative process.	2003	Lynn Ricci, Planning and Environmental Coordinator, BLM Lewistown Field Office (406) 538-1922.	Complete
Ashley Creek Watershed Assessment and Restoration Plan	This assessment is part of an overall plan to reduce erosion and nutrient delivery to Ashley Creek, a tributary to the Flathead River, and will lead to detailed assessments and restoration plans for individual stream reaches and sediment sources. The assessment concentrated on riparian canopy opening, coverage class, large woody debris recruitment, adequate buffer zones and evidence of channelization and wetland ditching. Restoration design and construction are underway in 2004.	2001-2004	**Mark Holston** Flathead Basin Commission 33 2nd St. East Kalispell, MT 752-0081	On-going
Water Quality Monitoring Stillwater State Forest	For the seventh year in a row, we have been awarded a streamflow measurement and water quality sampling contract with the DNRC for the Stillwater and Swift Creek watersheds in NW Montana. The measurements involve use of standard wading equipment, as well as bridge board equipment during high flows.	1998-2004	Marc Vessar DNRC Kalispell,MT 751-2262	On-going
Environmental Assessment (EA) and Environmental Impact Statement (EIS), Coal Creek	Watershed Consulting completed the fisheries chapter component for both an EA and an EIS for proposed salvage timber harvests in the Coal Creek State Forest in 2001 and 2002. The analysis area included portions of the landscape that burned in 2001 during the Moose Fire. The analysis included an evaluation of existing conditions, and direct and indirect effects and cumulative effects of the proposed actions on water quality and fish habitat.	2001	Marc Vessar DNRC Kalispell, MT (406)751-2262	Complete

Project Name	Project Description (details in appendix)	Year	Contact name	Status
Water Quality Monitoring Gage Installation: Nature Conservancy, Murdock Property	Installation of water quality monitoring stations for the Nature Conservancy on the Murdock Property north of Whitefish. Installed three stream and crest gages and trained conservancy employees on water quality sampling	2000	Alisa Reich The Nature Conservancy Missoula, MT 721-7887	Complete
Big Mountain Wetland Delineation	Level II wetland delineation of the Big Mountain Ski and Summer resort. Identified wetland areas according to U.S. Army Corps of Engineers protocols and mapped them in support of a long term resort development plan. A combination of low-level air photo analysis and field verification were used to delineate the wetland ecosystems using hydrologic, vegetative and soil characteristics.	2000	Craig Cook, WSI Big Mountain, MT 862-1900	Complete

Additional Project Experience: Gillilan Associates

Project: Silver Spring Creek
Contact: Mr. David Wimberly
Location: Sheridan, Montana

GAI acted as project manager, designer, and construction supervisor in transforming over 1 mile of a severely degraded, 25 cfs spring creek into a blue ribbon trout fishery and principal spawning resource for the Ruby River near Sheridan, Montana. Restoration techniques included salvage and transplantation of over 5 acres of natural wetland sod mats to create vegetated banks for narrowing the over-wide channel, complete silt removal, creation of quality spawning opportunities, and creation of juvenile and adult trout habitat. We were able to maximize macroinvertebrate production through the introduction of clean cobble and gravel. Low ground pressure construction techniques were utilized with excellent results.

Silver Spring Creek (before)

Silver Spring Creek (after)

Project: Bull Run Creek
Contact: Mr. Andy Ferre', Fay Management, Inc.
Location: Belgrade, Montana

The headwaters of Bull Run Creek, a spring creek tributary to the East Gallatin River consisted of a straight entrenched drain ditch. In this project GAI converted 1,000 feet of drain ditch to 1,560 feet of sinuous spring

creek channel with pools and riffles. An additional 2,000 feet of the channel below the drain ditch was also enhanced to remove silt, narrow overwide sections, expose native spawning gravel, and create riffle, run and pool habitat for trout of various age classes. In total over 3,500 feet of quality spring-fed stream habitat was reworked to greatly reduce the amount of sediment transported downstream and to provide excellent spawning, rearing and adult trout habitat. Native sod was used to narrow the channel in overwide sections and create additional *Carex/Juncus* wetland riparian areas.

Headwaters of Bull Run Creek (before)

Bull Run Creek (after)

Project: Bear Creek
Contact: Bill Legg
Location: Ennis, Montana

Co-designed, permitted and supervised construction on over 1 mile of a spring dominated creek in the Ennis Valley. Significant impacts attributed to lack of a riparian pasture management plan and some historic straightening of the channel resulted in a marginal trout population. A change in pasture management combined with the stabilization and revegetation of banks, the creation of spawning riffles and a dramatic increase in the number of pools and runs was achieved and the creek now supports an excellent fishery.

Bear Creek 4 years after the project was completed. The right bank was stabilized using bioengineering techniques. Constructed pools and vegetated bars are still evident and functional.

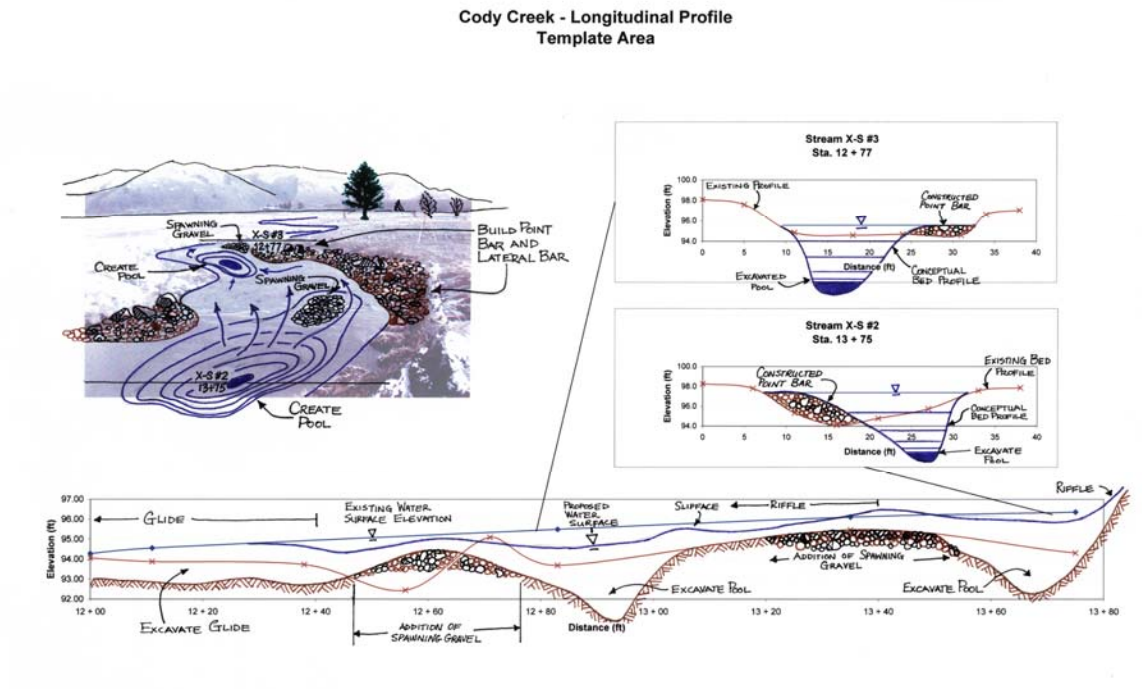
Project: Silver Wetlands, Oxbow Wetlands, Belly Boat Pond, House Pond
Contact: Mr. David Wimberly
Location: Sheridan, Montana

Gillilan Associates designed and built over 24 acres of wetlands as part of an overall ranch restoration program. Habitat was developed in 7 separate wetland cells. The principal revegetation technique was the use of both upland and wetland sod for water edges, islands and “hummock” type habitat in otherwise open

water. One 4-acre wetland cell was designed as a water treatment wetland receiving agricultural tail water. The photos on this page were taken at the end of the first growing season.

Project: Blue Crane, Spring and Cody Creeks
Contact: Three Creeks Ranch
Location: Jackson, Wyoming

GAI developed permit ready restoration designs for three spring creeks on a recently acquired ranch in Jackson, Wyoming. The creeks are principal spawning tributaries of the Snake River for Snake River cutthroat trout. Since the 1950's the fishery has degraded with a sharp drop in the presence of resident, spawning and



young-of-the-year fish. Early habitat enhancement efforts (1970's), including small rock dams built to create small spawning riffles, exacerbated the problem by creating over-wide, shallow, silt-clogged ponds on the streams. The GAI restoration design includes narrowing the channel to improve sediment transport capacity and restoring functional riffle-pool-glide morphology. This will be achieved by removing rock dams, redistributing grade throughout the stream length, manipulating the bedform to create more hydraulic complexity, and using transplanted wetland sod to narrow channel widths. In addition initial designs were created for waterfowl and trumpeter swan wetland ponds.

Project: Forty Rod Creek
Contact: Mr. Tom Brown
Location: Pinedale, Wyoming
Scott Gillilan was project manager, designer, and construction supervisor on this multi-year project focused on developing adult trout holding water, spawning opportunities, riparian planting and fencing in over 6 miles of a degraded spring creek. The main source of creek degradation was an overabundance of fine sediment, combined with over-widened channel cross-sections related to historic grazing practices. The principal strategy for restoration was creating a riparian pasture management plan and instream work to create pools, runs, and bars and spawning riffles in an otherwise featureless channel. The creek is now a phenomenal blue ribbon fishery in restored sections.

Additional Project Experience: Golder Associates

Project: Bank Stabilization on the Puyallup River
Client: Pierce County Department of Public Works
Golder performed an extensive geomorphologic, hydrologic and hydraulic evaluation of the Puyallup River near Orting, Washington and designed a fisheries-friendly bank stabilization structure. Golder also performed a subsurface investigation and geologic characterization of the failed road section. The bank stabilization was necessary to repair a portion of Brooks Road that was badly damaged by 1996 flooding, when a side channel in a braided reach of the Puyallup River initiated massive landslides by under cutting the hill slope. Root wads and large woody debris were incorporated to meet the requirements of the USFWS, and improve the performance of the revetment.

Bed and Bank Stabilization, Various Locations
Client: Northwest Pipeline Inc.
Tributary to Green River near Auburn, Washington - When an erosional feature developed on a small tributary to the Green River, which threatened the integrity of a 30" pressurized natural gas pipeline, Golder was retained in the spring of 1998 to design a repair. The site was sensitive to fisheries issues, due to the connectivity with the Green River. Fish passage and habitat enhancement were high priorities for the channel and bank stabilization design, which employed special log weir designs for grade control and formation pool habitat, additional root wads below low water levels to provide cover for fish, and replanting banks with native species to improve stability and shading. As a requirement of the permits, Golder will be onsite during all in stream work to assure that care and diversion of water is properly performed during construction, that all stranded fish are recovered, and that in-channel structures are installed correctly.

Tributary to French Creek near Monroe, Washington - During the spring of 1998, several floods were initiated by the breaching of various headwater beaver dams in a small tributary to French Creek. As a consequence of the flood waves, significant incision and bank failure was experienced downstream at the crossing of two natural gas pipelines, which were both fully exposed by the flow. Golder evaluated the hydrology and hydraulics of this unique system and developed a design with components for normal flood flows and the massive flows associated with a periodic beaver dam failure. Because of the connectivity of this tributary to the Snohomish River system, the design carefully considered fish passage and habitat. Using rock and log weirs, a channel was designed to be passable for Coho salmon and stabile during normal flood flows of the catchment. These design components overlain extensive reinforced concrete protection of the pipelines themselves. The reinforced concrete protects the pipelines in the event that a large-scale beaver dam flood triggers another incision event.

Clackamas River Gas Pipeline Crossing, Carver, OR, Bank Stabilization and Habitat Enhancement - Work included design of bank stabilization and habitat enhancement structures in support of the relocation of an exposed natural gas pipeline.

Other Projects
Golder has applied Washington Department of Fish and Wildife's Salmonid Screening, Habitat Enhancement, and Restoration (SSHEAR) methodology to assess culverts and other barriers to fish passage at stream/road crossings. We prioritized culverts using the Prioritization Index, an equation that includes stock condition,

habitat quality, passability improvement, cost, and production potential. We also measured basic hydraulic parameters – gradient, velocity, depth, backwater, culvert length – for design considerations in fish passage restoration.

Golder has conducted multi-year spawning, rearing, and egg-to-fry survival-to-emergence studies for the City of Renton on a side-channel constructed for mitigation. The studies looked closely at habitat and fish use, and were used to make recommendations for side-channel design and stream restoration in future mitigation efforts.

Working for the City of Bellevue, Golder provided geotechnical and geomorphological expertise to address stabilization of a highly eroded section of Weowna Creek. The stream was altered many years ago to increase drainage for farming. As the area around it developed, Weowna Creek had increased intensity and duration of flows, resulting in severe erosion, down-cutting of the channel bed, slope failures, and formation of a delta in Lake Sammamish. After hydraulic modeling of the stream channel for various flow levels, Golder provided a design that included log weirs, channel cascades, waterfalls, and boulder-log structures, as well as a sediment basin. All aspects of the design focused on maintaining the natural beauty of Weowna Park and its surroundings. This project won an American Society of Civil Engineers Local Outstanding Project Award in 2000.

4.1.5 Staff Qualifications

Staff Qualifications and Rates are summarized in Table 2, below.

Table 2. Summary of Staff Qualifications and Rates

	DEGREES	YEARS OF EXPERIENCE	YEARS EXPERIENCE ON SIMILAR PROJECTS	SPECIALTY TRAINING	HOURLY RATE
Watershed Consulting, LLC					
Key Personnel					
Buckley, Steve	MS	18	11	▪ ARC/INFO (ESRI) ▪ Watershed Assessment and Restoration (USFS) ▪ Applied Fluvial Geomorphology (Rosgen) ▪ Watershed Systems Modeling (USGS) ▪ Managing the NEPA process/Nepa Document Writing (Shipley) ▪ Mine Design, Permitting, and Reclamation (SEG)	$65
Chadwick, Amy	MS	11	5	▪ Wetland Mitigation (PSU), 2004 ▪ ArcGIS 8.3 (MLM GIS), 2003 ▪ HGM Functional Assessment of Riverine Floodplain Wetlands, 2000 ▪ Applied Fluvial Geomorphology (Rosgen), 1997 ▪ Wetland Delineation (WTI), 1998 ▪ RWRP Riparian Inventory and Assessment (UM), 1997	$65
Koopal, Mike	BS	11	5	▪ USFS R1/R4 Assessment ▪ EMT	$65
VanderMeer, Mark	MS	16	8	▪ Graduate coursework focusing on soil restoration and sustainable forestry	$65

	DEGREES	YEARS OF EXPERIENCE	YEARS EXPERIENCE ON SIMILAR PROJECTS	SPECIALTY TRAINING	HOURLY RATE
				▪ Biophysical Monitoring Training 2004. Forest Stewards Guild. MT ▪ Bioengineering Training 2002. NRCS. MT ▪ Forest Road Obliteration Training (Assessment, Planning &Techniques) 1999. Pacific Watershed Associates. CA ▪ Bioengineering and Revegetation Techniques. 1994. Denali National Park and Preserve, AK ▪ CPR	
Technical Staff					
Booth, Camisha	MS	6	3	▪ Wilderness First Responder – Wilderness Medicine Institute – Pitkin, CO	$35
Spatz, Peter	BS	8	6	▪ Turbidity as a Surrogate for Sediment Sampling Workshop, Reno, NV, April 2002. ▪ Data Collection Platform (DCP) and electronics, Austin TX, 2001	$35
Gillilan Associates, Inc.					
Gillilan, Scott	MS	20	15	▪ Develop and lead trainings in floodplain regulation, channel geomorphology and stability, and natural channel design. ▪ Formal training in hydrology, geomorphology, fisheries, aquatic ecology, road drainage design, watershed science, riparian ecology.	$75
Kauffman, Martha	MS	7	4	▪ Coursework and formal training in hydrology, geology, geochemistry, ground-water science and modeling.	$65
Technical Staff					
Shultz, Brianna	BS	3	3	▪ Coursework focusing on land reclamation, MSU	$45
Golder Associates, Inc.					
DeFrancesco, Donna	BA	12	12	▪ Natural Channel Design, Channel Geomorphology (UW) ▪ Wetland Restoration/Construction Techniques ▪ Riparian Inventory Procedures (UM) ▪ Wetland Delineation	$70
Kammereck, Andreas	MS	12	12	▪ P.E.	$100
Yang, Adrianne	MS	4	4	▪ E.I.T.	$80
Cox, Colin	BS	11	11	▪ CAD	$65

	DEGREES	YEARS OF EXPERIENCE	YEARS EXPERIENCE ON SIMILAR PROJECTS	SPECIALTY TRAINING	HOURLY RATE
Lau, Gary	BS	6	6	▪ GIS; Visual basic, Programming	$65
Benton, Adam	BS	6	6	▪ GIS Mapping, Programming, Software	$65

Resumes outlining staff formal training and experience and other qualifications for key personnel are included in Appendix B.

Staffing Detail for General Service Areas

Table 3. Key project staff responsibilities for general service areas.

Name	Company	Role
Stream Restoration		
Amy Chadwick	Watershed Consulting, LLC	Project Coordination/Technical
Steve Buckley	Watershed Consulting, LLC	Project Design/Construction Oversight/ Surveying
Mark VanderMeer	Watershed Consulting, LLC	Revegetation Supervisor/Project Design
Mike Koopal	Watershed Consulting, LLC	Aquatic Habitat Design/Technical
Scott Gillilan	Gillilan Associates, Inc	Project Design/Construction Oversight
Martha Kauffman	Gillilan Associates, Inc	Construction Oversight/DesignDrafting
Andreas Kammereck	Golder Associates, Inc	Professional Engineering
Colin Cox	Golder Associates, Inc	Graphics and CAD design lead
Wetland Restoration/Enhancement/Construction		
Amy Chadwick	Watershed Consulting, LLC	Project Coordination/ Project Design/Technical
Scott Gillilan	Gillilan Associates, Inc	Project Design/Construction Oversight
Donna DeFrancesco	Golder Associates, Inc	Project Design
Steve Buckley	Watershed Consulting, LLC	Project Design/Construction Oversight/Surveying
Martha Kauffman	Gillilan Associates, Inc	Construction Oversight/DesignDrafting
Mike Koopal	Watershed Consulting, LLC	Project Design/Technical
Mark VanderMeer	Watershed Consulting, LLC	Revegetation Supervisor
Andreas Kammereck	Golder Associates, Inc	Professional Engineering
Colin Cox	Golder Associates, Inc	Lead graphics and CAD design
Assessment/Effectiveness Monitoring		
Amy Chadwick	Watershed Consulting, LLC	Project Coordination/ Monitoring Design/Analysis Technical Lead
Mike Koopal	Watershed Consulting, LLC	Fisheries/Aquatic Habitat Monitoring
Mark VanderMeer	Watershed Consulting, LLC	Vegetation Monitoring Technical Lead
Steve Buckley	Watershed Consulting, LLC	Stream morphology technical lead
Camisha Booth	Watershed Consulting, LLC	Data management and analysis
Peter Spatz	Watershed Consulting, LLC	Hydrological/Technical
Reporting		
Amy Chadwick	Watershed Consulting, LLC	Coordination and Outreach/Technical Writing and Results Presentation
Scott Gillilan	Gillilan Associates, Inc	Technical Writing
Gary Lau	Golder Associates, Inc	GIS mapping technical lead
Colin Cox	Golder Associates, Inc	Graphics and CAD design lead
Donna DeFrancesco	Golder Associates, Inc	Technical Writing

4.1.6 Project Review Service Experience

Watershed Consulting has eight years of experience conducting project review duties. To avoid conflict of interest, we do not participate in review of projects for which we are conducting restoration or construction. Also to avoid conflict of interest, we do not seek coordination positions in watersheds in which we may be working. The project summaries below illustrate our experience reviewing projects as well as obtaining objective project reviews and maintaining confidentiality where appropriate.

Project: Engineering Assistance to Montana Conservation Districts

Contact: Laurie Zeller, DNRC - Conservation Districts Bureau, Helena
Project Timeline: 1998-2004
Watershed Consulting has been awarded a contract since 1998, to help MT Conservation Districts with an evaluation of difficult 310 applications. To date, we have evaluated applications on a side variety of systems, including Blue Creek near the Idaho border and the Marias River. Our recommendations resulted in designs friendly to fish passage and conforming to natural river dynamics.
Personnel Involved: Steve Buckley, Hydrologist/Geomorphologist

Project: Ruby River TMDL Phase I and II
Client: Montana DEQ and Ruby Valley Technical Advisory Committee
Contact: Darrin Kron, Montana DEQ, (406) 444-4765
Timeline: September, 2001 to present
Watershed Consulting completed the Phase 1 TMDL Assessment for the Ruby Watershed in 2002 and has been conducting Phase II analysis for TMDL development in 2003. The TMDL analysis includes landscape-scale GIS-based analysis and remote sensing, as well as water quality and biomonitoring and extensive stream assessments and sediment source inventories throughout the watershed. One of the most important components of the Ruby Valley TMDL assessment has been developing relationships with local landowners and other stakeholders. Coordination with stakeholders has been a large part of this contract, and recommendations include landowner and agency feedback. Maintaining landowner privacy and avoiding publicizing premature results are two very important parts of this project. The Phase I report underwent extensive review, and the Phase II report is subject to regular review as it is being developed cooperatively with MDEQ.
Personnel Involved: Amy Chadwick, Project Manager/Water Quality Specialist

Gallatin County Floodplain Application Reviews
Contact: Jennifer Madgic, Gallatin County Planning Director (406) 582-3130, jmadgic@county.gallatin.mt.us
Personnel: Scott Gillilan

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors may be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see http://www.discoveringmontana.com/doa/gsd/css/Resources/ReciprocalPreference.asp.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.
If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at http://www.sos.state.mt.us.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

Revised 11/03