REQUEST FOR PROPOSAL (RFP)

Confederated Tribes of the Umatilla Indian Reservation
Department of Natural Resources
Umatilla Anadromous Fish Habitat Project

UmaBirch Instream Enhancement and Floodplain Restoration Project
Construction Materials and Construction Services

RFP No. 2026-05/416-024
Date Issued: April 21, 2026

Technical Contact: Jude Love (judelove@ctuir.org)
541-429-7283 (Office), 208-940-0229 (Cell)

Administrative Contact: Julie A. Burke (julieburke@ctuir.org)
541-429-7292 (Office & Fax)

Critical Dates:

Site Tour: **April 28, 2026– 9:00 am PST**
Question Submission Deadline: **May 5, 2026 – COB**
Question Responses: **May 8, 2026 - COB**
Proposal Submission Deadline: **May 15, 2026 – 2:00 pm PST**
Tentative Award Selection (est.): **May 22, 2026**
Contract Award (est.): **June 1, 2026**
Project Initiation (Implementation Phase): **June 15, 2026**
Project In-Water Work Window: **July 1 – September 30, 2026/2027**
Project Completion (Implementation Phase): **December 31, 2027**

Request for Proposal
Part I – General Information and RFP Process
UmaBirch Restoration and In-stream Enhancement
Construction Materials and Construction Services

1.1 Project Purpose and Location

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources Fisheries Program is requesting proposals from construction contractors for the implementation of the UmaBirch Restoration and In-stream Enhancement Construction Materials and Construction Services (hereafter referred to as the "Project") to support restoration efforts within two project areas (PA) in the Umatilla River subbasin. The Project is located near the town of Reith and approximately 3 miles west of Pendleton, Oregon (Attachment A). The current land use is characterized as agricultural along the river corridor with fish habitat and is used by CTUIR tribal members to exercise treaty rights. The project areas are on conservation easement land between the landowner, James L. Whitney, the Blue Mountain Land Trust, and the CTUIR. The legal landowner is Jim Whitney of Whit Whit LLC.

Proposals for this solicitation shall include construction cost estimates for all planned project items with a thorough description of supportive documentation justifying costs associated with implementation items, equipment and labor, materials, staging and Best Management Practices (BPM's) to comply with environmental regulatory permits:

1. Project Area 2 (PA-2) Umatilla River and Birch Creek Instream Enhancement and Floodplain Restoration,
2. Project Area 2 (PA-2) Levee Setback, and
3. Project Area 3 (PA-3) Contained Animal Feeding Operation (CAFO) Decommissioning, Taylor Lane Floodplain Bridge Installation, and Birch Creek (PA-3) Instream Enhancement and Floodplain Restoration.

Project construction is anticipated to begin by July 1, 2026 with completion no later than December 31, 2027. Plan sets, including the construction specifications, are hereafter referred to as the "Plans" and can be accessed via the link: Reports & Data – Umatilla River Basin (Attachment B). The specific engineering drawings and specifications for construction services within each PA are in the Plans and must be downloaded and reviewed. It is the Contractor's responsibility to clearly define a construction schedule and sequencing plan. All in-water work shall be completed during the Oregon Department of Fish and Wildlife (ODFW) in-water work window (July 1 to September 30). In-water work extensions will require advance planning and permitting by CTUIR technical representative.

PLEASE NOTE THAT THIS PROJECT IS BEING SOLICITED IN 2026 FOR A 2026-2027 CONSTRUCTION TIME PERIOD.

The Project is expected to be a multi-year endeavor and we've prioritized the construction schedule and sequencing of the following work elements for 2026:

- PA-3 CAFO decommissioning per the Plans and Specifications, and in accordance with Oregon Department of Agriculture (ODA)
- PA-2 Floodplain and distributary channels earthwork, shaping outside of the Ordinary High Water (OHW), and LWM and boulder habitat structures.

The 2027 work elements are:

- PA-2 Levee Setback and USACE certification of the setback per the Plans and Specifications, and documentation in the Section 408 information in the Plans.
- PA-2 Floodplain and distributary channels earthwork, shaping inside of the OHW, and LWM and boulder habitat structures. Complete remaining construction.
- PA-3 Taylor Lane Bridge, floodplain and distributary channels earthwork, shaping outside and inside of the OHW, and LWM and boulder habitat structures.

Successful implementation of the Project will increase channel complexity and floodplain connectivity for Endangered Species Act (ESA)-listed and non-ESA-listed native fish species within the Umatilla River subbasin. These identified pre-construction goals will be met through the implementation and construction of the Project and are to improve:

- Floodplain connectivity (increase base flow, increase shallow groundwater capacity, and increase capability of functional connection and interaction with the floodplain through hyporheic flow and wetland development);
- Channel morphology (improve channel form, sinuosity, complexity, geomorphic and hydrograph stability);
- Fish habitat (increase the quality and diversity of in-stream and off-channel habitat for resident and anadromous fish in the Umatilla River); and,
- Restoration of natural channel processes (through the addition of large wood to increase channel complexity, restoration of sediment routing processes through the removal of levees and other floodplain impediments and planting of native species in the floodplains and uplands).

The selected construction Contractor and employees may be required to participate in pre-construction cultural resources training to ensure Contractor staff understand how to recognize sensitive areas and comply with the inadvertent discovery plan should cultural materials be inadvertently discovered. The CTUIR Technical Contact will ensure a project-specific inadvertent discovery plan is on-site during implementation so that the Contractor is aware of protocol and expectations.

1.2 Scope of the RFP

The proposal for this RFP will include construction material acquisition, delivery of conifer logs with rootwads attached and boulders, and construction services to be completed as described in the Plans. When bidding on a particular item, cost estimates should include sufficient detail as well as supportive documentation justifying costs associated with the work required to complete the bid item being targeted.

The Contractor is responsible for providing estimates that are based on the Plans. Bids should be based on the physical conditions of the Project site and the ability to work cost effectively within the scope of the Plans. The Contractor's bid will demonstrate diligence and focus on bid preparation with specific effort directed to the evaluation, identification and suggested resolution of any discrepancies, lack of clarity, or other questions arising from the evaluation of the Plans, permits, or supplementary project materials that may affect the timing, schedule, execution or unforeseen expenditures related to the Project.

1.3 Project Timeline

Project work is scheduled to commence on or about **June 15, 2026** with completion by **December 31, 2027.** To ensure integrity of the stream channel and to reduce impacts to water quality and aquatic organisms, floodplain activities will be completed separately from activities in the wetted channel. Activities in the floodplain will occur between July and November (weather dependent), whereas work in the wetted channel must occur between **July 1** and **September 30, 2026/2027** during the designated Oregon Department of Fish and Wildlife in-water work window.

Work in the floodplain will consist of completing all activities above the ordinary high-water elevation, which is identified in the Plans. Such activities include site preparation, floodplain excavation, and installation of floodplain LWM, log jams, and large wood structures. Work below the ordinary high-water elevation consists of those activities defined in the Plans (e.g. placing of backfill material in the floodplain and channel that requires crossing the wetted channel, installation of LWM, log jams, and large wood and boulder structures, and installation of temporary crossings). All work below the ordinary high-water elevation must occur between **July 1** and **September 30, 2026/2027**

1.4 Closing Date for Submissions

The closing date for submissions will be on **May 15, 2026** at **2:00 pm**., Pacific Standard Time (PST). Proposals received after the specified time will not be considered. Submissions shall be:

- Submitted via e-mail to julieburke@ctuir.org by the date and time indicated on page one of this solicitation;
- Proposal must be submitted in PDF format;
- Original Bid Bond should be hand-delivered and/or delivery service; and,

- Subject Line should read: Umatilla River UmaBirch Project Area 2 Birch Creek Restoration and In-stream Enhancement Project Construction Materials and Construction Services.

1.5 In Writing

Proposals must be prepared by computer or typewriter. No oral, handwritten, telephone, or facsimile Proposals will be accepted.

1.6 Necessary Information

Proposals must contain all information requested in the RFP. The CTUIR will not consider additional information submitted after the Closing Date and may reject incomplete proposals.

1.7 Cost of Proposals

The CTUIR shall not be liable for any expenses incurred by Contractors in either preparing or submitting Proposals, evaluation/selection, or contract negotiation process, if any.

1.8 Request for Clarification

Contractors may submit a written request for clarification via mail or email by **May 5, 2026**. The CTUIR will not consider any requests submitted after the period specified above. Questions regarding the RFP or request for clarification shall be emailed to the RFP technical contact listed on the front cover page.

1.9 Response to Requests for Clarification

Responses to questions will be provided no later than **May 8, 2026**.

1.10 Proposals Constitute Firm Offers

Submission of a Proposal constitutes Contractor's affirmation that all terms and conditions of the Proposal constitute a binding offer that shall remain firm for a period of ninety (90) days from the Closing Date.

1.11 Signature Required; Proposer Affirmations

An authorized representative of the Contractor must sign the original Proposal. Contractor's signature and submission of a signed Proposal in response to the RFP constitute Contractor's affirmation that the Contractor agrees to be bound by the terms and conditions of the RFP and by all terms and conditions of the Contract awarded.

1.12 Type of Contract

The CTUIR shall execute a fixed-price contract for Construction Materials and Services.

1.13 Confidential Information

Bids are confidential until the evaluation and selection process has been completed and the CTUIR has issued a notice of tentative award. Any information a Contractor submits in response to the RFP that the Contractor considers a trade secret or confidential

proprietary information, and Contractor wishes to protect from public disclosure, must be clearly labeled with the following:

"This information constitutes a trade secret or confidential proprietary information."

1.14 Requests for Further Clarification of Proposals

The CTUIR may request additional clarification from Contractors on any portion of the Proposal.

1.15 Cancellation of RFP

The CTUIR may cancel this RFP at any time upon finding that it is in the CTUIR's best interest to do so.

1.16 Rejection of Proposals

The CTUIR may reject a particular Proposal or all Proposals upon finding that it is in the CTUIR's best interest to do so.

1.17 Tentative Award and Contract Negotiations

The CTUIR will provide a written tentative award notice to the responsible Contractor whose Proposal is deemed to be most advantageous and of best value towards meeting the Project objectives. The CTUIR will enter into negotiations with the responsible Contractor on the following contract terms: (a) Contract tasks; (b) Staffing; (c) Performance Schedule; and (d) A maximum, not to exceed fixed-price contract price, which is consistent with the Quote and fair and reasonable to the CTUIR, taking into account the estimated value, scope, complexity, and nature of the services to be provided. The CTUIR may also negotiate the statement of work and, at its discretion, add to the scope of services based on a contractor's recommendations (but still within the scope of this RFP) or reduce the scope of services.

Final award will be contingent upon successful negotiation of a contract within 14 days after the tentative award.

The CTUIR may terminate negotiations if they fail to result in a contract within a reasonable time. The CTUIR will then enter into negotiations with the next responsible Contractor, and if necessary, the third responsible Contractor. If the second or third round of negotiations fails to result in a contract, the CTUIR may formally terminate the solicitation.

1.18 Protest of Tentative Award Selection

A notification of tentative award to the Contractor whose Proposal is deemed to be most advantageous and of best value towards meeting the project objectives will be communicated to all Contractors that submitted a Proposal in response to this RFP. A Contractor who claims to have been adversely affected by the selection of a competing Contractor shall have seven (7) calendar days after receiving the notice of selection to

submit a written protest of the selection to the RFP contact listed in Part 1.4. The CTUIR will not consider protests submitted after the date established in this Part. The protest must clearly state the grounds upon which the Protest is based.

1.19 Award

After expiration of the seven (7)-calendar day selection protest period and resolution of all protests, the CTUIR will proceed with final award.

1.20 Investigation of References

The CTUIR reserves the right to investigate the references and past performance of any Contractor with respect to its successful performance of similar services, compliance with RFP and contractual obligations, and its lawful payment of suppliers, sub-contractors, and employees. The CTUIR may postpone award or execution of the contract after the announcement of the apparent successful Contractor to complete its investigation. The CTUIR reserves the right to reject any Proposal at any time prior to the execution of any resulting contract.

1.21 Amendments

The CTUIR reserves the right to amend the resulting Contract from this RFP. Amendments could include but are not limited to, changes in the statement of work, extension of time and consideration changes for the Contractor. All amendments shall be in writing and signed by all approving parties before becoming effective. Only the CTUIR has the final authority to execute changes, notices or amendments to Contract.

1.22 Tour of Site

A **Pre-Bid site visit** for Contractors is scheduled for **April 28, 2026 at 9:00 am.** Contractors are encouraged to attend to inform their bid.

Interested Contractors should meet in Mission in the front parking lot (east facing) of the Nixyáawii Governance Center, located at **46411 Timíne Way, Pendleton, OR 97801.**

The project address is 41229 Taylor Lane, Pendleton, OR 97801.

Please **RSVP attendance at least two days in advance of the site tour to the following:**

To: Technical Contact: Jude Love (judelove@ctuir.org)
Copy: Administrative Contact: Julie A. Burke (julieburke@ctuir.org)

PART II – SERVICES AND MATERIALS TO BE PROVIDED

2.1 Scope of Work

The CTUIR is currently accepting Proposals to implement a fish habitat and floodplain restoration project covering two project areas (PA-2 and PA-3). The Project starts with PA-2 located on RM 48.7 to RM 49.7 of the Umatilla River and RM 0.0 to RM 0.3 of Birch Creek. The project continues with PA-3 located along Birch Creek from river mile (RM) 0.2 to 0.7. Both project areas are near the town of Reith, Oregon and approximately 3 miles west of Pendleton, Oregon. The goal of the Project is to benefit Middle Columbia summer steelhead, which are listed as Threatened under the Endangered Species Act of 1973 (ESA), as well as other culturally, ecologically, and economically important aquatic species.

This RFP includes the following:

1. Project Area 2 (PA-2) Umatilla River and Birch Creek Instream Enhancement and Floodplain Restoration,
2. Project Area 2 (PA-2) Levee Setback, and
3. Project Area 3 (PA-3) Concentrated Animal Feeding Operation (CAFO) Decommissioning, Taylor Lane Floodplain Bridge Installation, and Birch Creek Instream Enhancement and Floodplain Restoration.

The Project includes the following major elements, which are described in greater detail in the Plans:

- Placement of 1,645 conifer logs with rootwads, 378 logs without rootwads, 378 boulders (2.5 – 3.5 foot diameter), and 7,340 cubic yards (CY) of slash and racking.
- Excavation of 512,240 CY of floodplain alluvium material to realign the Umatilla River and Birch Creek, remove existing berms, and create side channels, floodplain benching, distributary channels, and wetland ponds and potholes islands, access route maintenance, and LWM structure at locations shown in the Plans.
- Excavation of 47,400 CY of material from CAFO Decommissioning Areas.
- Excavated materials to be placed as fill at locations shown in the Plans or agreed to with CTUIR.
- Meet with CTUIR and Engineering staff (Tetra Tech) weekly for coordination meetings.

All floodplain and channel structures shall be completed and constructed according to the Plans, permit conditions, and as directed on-site by the Owner's Representative (CTUIR) or Engineer (Tetra Tech). It is the selected contractor's responsibility to follow all conservation measures and best management practices, as outlined in the construction Plans for the Project. The CTUIR will negotiate a final contract based on the selected Proposal and adherence to and understanding of the Plans. Contract implementation will be conditional on receipt of all regulatory permits by Project start date.

2.2 Project Specifications

Design Drawings and Specifications and other project information for the Project are located digitally on the CTUIR website (Attachment B).

Survey control points for the project are shown on the plans. The Contractor will be responsible for verifying accuracy of existing control points. The CTUIR designated Technical Representative will perform monitoring and inspection of grading results, surveying calculations, records, field procedures, and field stakeout. Accuracy will be required as outlined in the specifications. If the CTUIR Technical Representative determines the work is not being performed in a manner that will ensure accurate results, they may order such work to be redone, to the requirements of the contract documents, at no additional cost to the CTUIR.

Material Procurement and Delivery (Bid Item 1 see the Plans)

The Contractor shall be responsible for procuring the necessary LWM and boulders for implementing the Project. All LWM for the Project must meet the minimum standards for species, diameter, length, and quantities listed in the tables below. It is the intent to have as many of the limbs attached to all the trees as is possible. Note that a tree is defined as the specified piece (as defined in the table below) *AND* its associated top. Rootwad diameters shall be a minimum of two times the timber bole diameter. All boulders for the Project must meet the minimum standards for diameter and quantities listed in the table below.

PLEASE REVIEW THE TREE SPECIFICATIONS IN THE PLANS THOROUGHLY BEFORE SUBMITTING BIDS.

CONIFER LOGS WITH ROOTWADS ATTACHED
Min 18″ DBH x Min 40′ Long
1,645

CONIFER LOGS WITHOUT ROOTWADS ATTACHED
Min 18″ DBH x Min 40′ Long
378

Slash/Racking
2-10″ DBH x 6-16′ Long
7,340 cubic yards

Boulders
2.5 Foot Diameter
225
3 Foot Diameter
94
3 Foot Diameter
60

The LWM and boulders shall be delivered by the Contractor to the appropriate staging area located within the Project as shown in the Plans, or as mutually agreed upon with the CTUIR. The appropriate conifer species list can be found in the construction specifications section of the Plans. The CTUIR will review, and if necessary, reject any and all materials delivered that do not meet the requirements in the Plans.

Construction Services (Bid items 2-9 see the Plans)

Mobilization and Demobilization

Construction is near the confluence of the Umatilla River and Birch Creek at the identified locations in the Plans. Bid items should be specific to mobilization and demobilization of heavy equipment and temporary drinkable water and sanitation services that are necessary for completion of the Project (Attachment C).

Site Preparation

The Contractor shall be responsible for construction of temporary access roads, preparation of the construction staging area, and erosion/pollution control. Contractor shall excavate, sort by size, and stage whole trees with rootwads attached from excavated areas to adjacent staging areas for later use in the Project. To the extent practicable, existing vegetation will be maintained on the floodplain and along the wetted channel. Mature cottonwoods, alder and conifers will be maintained throughout the Project area as identified by Owner Representative. Contractor shall save small to medium trees or shrubs during all contract activities as directed by the Owner's Representative or Engineer and incorporated into Project activities within proximity of the clearing and grubbing location. The pre-construction surveying layout shall be completed by the Engineer prior to the construction begin date. Staking will be adequate to provide clear communication of the proposed area of disturbance. No disturbance shall occur outside the staked or flagged clearance areas.

CAFO Decommissioning

The Contractor shall remove all CAFO waste solids, sludge, and liquids to a visual confirmed depth as directed by the CTUIR, from the areas and extends shown on the Plans and in accordance with ODA standards for approval. Remaining solid waste in the CAFO will be tilled into the existing soil and reseeded. The Contractor will have the option to remove and transport CAFO waste material from the Project area, or, as directed by the CTUIR, to spread the waste locally and tilled into the soil before all other earthwork activities. Other CAFO decommissioning work includes removal and disposal of fences and infrastructure, tires, deenergizing and removing electrical feeder infrastructure by licensed and experienced electrician, trash and miscellaneous debris, concrete and other unsuitable materials found within the CAFO footprint.

The design assumes excavation of 47,400 CY of material from CAFO Waste Removal Areas. The excavated materials are to be placed as fill at locations agreed to with CTUIR. Based on recent discussions with ODA, it is not necessary to excavate the entire 47,400 CY of CAFO waste materials. Specifically, on the hillside in CAFO Waste Removal Areas #6 and #7, the Contractor shall remove all mounds and haul that material the PA 2 and PA 3 floodplains and mix the CAFO waste materials into the soil prior to any excavation in the floodplains. However, within the CAFO Waste Removal Areas #6 and #7, the Contractor must leave sufficient material, up to a maximum of 12 inches, to be mixed in with the native soil. For all other CAFO Waste Removal Areas, the Contractor can propose cost effective approaches to removing sufficient waste materials to locations in the PA 2 and PA 3 floodplains and mixing those materials with native soil, while leaving some waste materials in those CAFO Waste Removal Areas to be mixed locally with native soils. The intent of the CAFO Waste Removal Areas in total are to mix in some of the materials with local native soils and haul off excess materials to be mixed in with native soils in the PA 2 and PA 3 floodplains. The approach, quantities, and cost effectiveness should be defined in the Contractors' proposal.

Earthwork

Earthwork will involve excavation and placement of floodplain alluvium material to realign the Umatilla River and Birch Creek, remove existing berms, and create side channels, floodplain terrace and benching, distributary channels, and wetland ponds and potholes islands, LWM and boulders, and decompaction of all temporary access routes. Please refer to the Plans for exact locations of earthwork.

Removal of the Pendleton 2a Levee will occur after the new Levee Setback (see below) is constructed and approved. It is recommended to excavate and complete the floodplain and channel designs prior to introducing stream flows. The connection of the new channel will need to be closely coordinated with the CTUIR and Technical Representative to ensure river flows during the irrigation season maintain river flows for downstream irrigation diversions.

Refer to Design Plans:

UmaBirch_PA2_100_Implementation_Plan.pdf
PA2_Levee_setback_100_Design_Submittal.pdf
UmaBirch PA3 100% Implementation Plan

Placement of LWM with Rootwads

Contractor shall build LWM structures in accordance with the Plans and as directed by the Owner's Representative or Engineer. Structures will vary in sizes from large, complex log jams to other various types of log configuration. A total of 2,023 pieces of conifer trees and logs with and without rootwads attached are included in this RFP as defined in the Plans and Attachment C. Bid item (see Attachment C) incorporates costs of hauling logs stockpiled and stored from construction work and within the staging area.

Taylor Lane Bridge

Contractor shall furnish a prefabricated bridge and ensure that the prefabricated bridge superstructure, abutments, and foundation are designed by a licensed Oregon professional engineer. Contractor then shall install the designed prefabricated modular bridge per the dimensions and extents shown on the Plans and Specifications, and as stamped by the licensed Oregon professional engineer. Other elements included in the bridge installation are streambed material, scour cutoff material, riprap, and gravel road repair all associated with the bridge and its floodplain channel.

Levee Setback

Contractor shall install the levee setback to the extents and dimensions shown on the Plans, as well as in accordance with the project Specifications, including the Section 408 documentation included in the Plans. Contractor to ensure all levee setback elements, including but not limited to: levee fill, revetment riprap, overflow riprap, flap gate, seepage filter, culverts and culvert elements, are all installed per the Plans and Specifications. Contractor to ensure acceptance and approval of constructed levee by federal levee sponsor, USACE. Inspections and approvals by the USACE, in coordination with the Owner's Representative and Engineer will be required as part of the levee setback.

Erosion control and Site Rehabilitation

Contractor is responsible for all temporary erosion and sediment controls contained in the Plans and as defined in the Specifications. Contractor is responsible for installing additional controls to prevent any sediment leaving the construction site. Contractor is responsible for submitting and following an approved erosion control plan and construction area Best Management Practices (BMP's) meeting all project permitting requirements. This includes developing, obtaining and providing to the Owner's Representative and Engineer all submittals identified in the Plans.

Following completion of all Project activities, Contractor shall decompact (refer to the Plans) all compacted temporary access roads and staging areas. Following decompaction, the Contractor shall mechanically re-seed with a native seed mix identified in the Plans and approved by the Owner's Representative for all decompacted areas.

Other Project Implementation Activities

Temporary crossings are proposed for construction to implement the Project. The temporary crossings used by the Contractor will meet construction specifications in the Plans, environmental compliance conditions, and be installed at the location shown on the Plans. The location shown may be adjusted based on field conditions following winter high flows but require approval by the Owner's Representative. Bid item should include materials, installation costs, and decommissioning costs (Attachment C).

Bid item include installation and removal of construction BMP's (Attachment C). Work includes cleanup tasks necessary in leaving the construction area in the most natural state.

Contractor shall perform as-built surveys during construction to document, at a minimum, that wood structures installation within the channel and floodplain where the structures are installed per the Plans and meet design specifications identified in the Plans. The Contractor shall provide adequate survey data and recorded points verifying construction elevations and horizontal extents to meet design specifications for "Record" Drawings defined in the Plans. Contractor shall provide "Record" Drawings and the data shall be provided to the Owner's Representative and Engineer upon completion of construction activities.

Defined Requirements: The survey of as-built construction required by the Contractor, as previously defined, shall be completed, and deliverables shall be transmitted to the Owner's Representative in a manner consistent with the specifications detailed in Attachment D – GIS Standards and Requirements and the Plans. Contractor shall provide all materials, items, operations, or methods specified, listed, or scheduled on the Drawings in the Plans or in the Specifications in the Plans, including all materials, labor, equipment, and incidentals necessary and required to conduct proper surveys required to verify staking and layout of the work, based on field staking and flagging and CAD files, if requested, provided by the Engineer. Contractor Proposal must describe in detail survey methodology and data submittal in meeting these requirements relative to documenting completion of work specific to the Plans. The Owner's Representative and Engineer, will review the submittal and will approve or reject the submittal prior to payment.

2.3 Required Equipment Standards:

A. Synthetic hydraulics – hydraulic oil in the track-mounted excavators that are utilized during project construction must meet or exceed stringent acute aquatic toxicity (L-50), which is inherently biodegradable. Example: Chevron Clarity or equivalent. (Note: Compliance with specification will be tested by the Owner's Representative).
B. Spill Kits (including rag pads and booms) will be required on site at all times.
C. Equipment will be free of leaks, free of weeds, and be in good operating condition.

D. Equipment will be inspected prior to entering the project area to ensure it has been pressure-washed and is free of any dirt and/or weed seeds. Equipment that does not pass this inspection will be rejected.

Note: Compliance with equipment standards will be periodically inspected by the Owner's Representative.

2.4 Minimum Equipment Specifications:

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the Project construction and timelines as outlined in the Plans. Contractor must meet minimum equipment requirements. Equipment built by other manufacturers must be equivalent in size and capacity.

The Contractor shall provide and utilize GPS-enabled machine control systems on all earthwork equipment (dozers, excavators, graders) to ensure design specifications and elevations are met. This system shall provide real-time kinematic (RTK) grade control with a vertical accuracy of +/- .05 feet and capture as-built data for submission in a compatible CAD/GIS format (e.g., .dwg, .dxf, .xml, xls, .csv, etc.) within 30 days of Project milestone completion.

Minimum equipment:

- Caterpillar® 321C-LCR or equivalent medium excavator with reduced radius tail swing, bucket thumb
- Caterpillar® 328D-LCR or equivalent large excavator reduced radius tail swing, bucket thumb
- Caterpillar® 730 or equivalent off-road dump truck for transporting trees within the project area.
- Caterpillar® D6 or equivalent dozer with 6-way blade and ripper

2.5 Materials and Services Furnished by the Contractor:

The Contractor must supply all equipment and experienced operators necessary to complete the work specified in the contract. In addition, the Contractor must furnish and cover:

1. All costs of equipment, operation, and transportation. Fuel Price Escalation/De-Escalation applies to this solicitation (See 48 CFR 852.216-75).
2. An experienced, qualified supervisor for crew.
3. All required safety equipment and training for crew members in use of tools.
4. Designated representative to supervise contract operations and represent Contractor.
5. All materials and equipment for BMP implementation.

The Contractor must follow the Build America Buy America Act (BABA) requirements for construction materials using Oregon Watershed Enhancement Board and National Fish and Wildlife Foundation funding. See Attachment E for more details.

2.5.1 Oil and Fuel Spill Prevention

The Contractor will be allowed to fuel, lubricate and perform minor maintenance activities to trucks or other heavy machinery at the Project site. However, these activities must occur greater than 150 feet away from any water body or stream in the vicinity of the Project site. The Owner's Representative reserves the right to inspect the Contractor's equipment at any time. Equipment must be in good working condition, free from leaks in hydraulic, fuel and power systems and clean enough to allow for close inspection of these systems. The Owner's Representative reserves the right to reject any equipment that does not meet these conditions.

2.5.2 Fire Prevention and Control

The Contractor shall take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's operations. The Contractor shall take immediate action to suppress such fires. The Contractor, acting independently, shall immediately extinguish without expense to the CTUIR or the landowner, all fires on or in the vicinity of the Project site, which are caused by the Contractor or the Contractors' employees, whether set directly or indirectly as a result of the work on the Project. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from the operation of this contract. If the amount and character of labor, subsistence, supplies and transportation which the contractor is in a position to furnish promptly for fire suppression prove inadequate, the CTUIR or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor. Specific tools and other restrictions required by CTUIR can be found in the contract specifications. Required tools and equipment shall be kept in serviceable condition and immediately available for firefighting at times during operations. Contractor shall immediately report fires to the Blue Mountain Interagency Dispatch Center at 541-963-7171 or by calling 911. Refer to https://bmidc.org/index.shtml

2.5.3 Regulations and Permits

The Contractor shall, without additional expense to the CTUIR, be responsible for complying with any Federal and State Laws, Codes, and Regulations applicable to the performance of the work.

No work identified in this document, nor the Implementation Plans and associated permits is to occur within the Union Pacific Railroad Right of Way along the Umatilla River or Birch Creek Road.

2.5.4 Contractor Bonding, Liability, Licensing, Insurance and Bid Deposit Requirements:

The Contractor shall be held responsible for all damages to persons or property that occur as a result of the Contractors' fault of negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The CTUIR will be responsible for providing liability and workers compensation insurance for its employees when they are on the work site.

Contractor must be a licensed contractor with the State of Oregon (CCB #) and hold liability insurance with the following limits: $4,000,000 aggregate, and $2,000,000 per occurrence. Liability insurance must name the CTUIR as an additional insured party for the duration of the project. Contractor must provide Commercial Automobile Liability Insurance in an amount equal to the greater of (1) $2,000,000 for all vehicles used in the performance of the services or (2) any other amount required by applicable law. Contractor must also provide a certificate of workman comp insurance (if contractor has employees).

Successful Contractor will post-Performance and Payment Bonds equal to 100 percent of the contract construction services price before work commences.

A bid deposit of 5% of the total bid must accompany the bid. This must be in the form of a bid bond, certified check, or cashier's check issued to "CTUIR DNR Fisheries". The bid deposit will be returned as per final contract acceptance.

2.5.5 Site Maintenance

The Contractor shall dispose of all refuse created by the Contractor's activities and such refuse shall be hauled off the project area and disposed of in a lawful manner.

2.5.6 Environmental Effects

The Contractor shall coordinate with the CTUIR and direct their activities in such a manner to minimize adverse effects on the environment.

2.5.7 Furnished Materials and Services:

The CTUIR or designated agent will acquaint the Contractor with work areas and access roads, administer the contract, and oversee all work elements. In addition, the CTUIR will provide:

a. Daily inspection of work for compliance and certification of Contractors' work.
b. Map of project area.
c. Design/Construction details.
d. Right of way agreements, easements, and any other necessary environmental and cultural clearances.
e. Fish salvage crews.

2.5.8 Bid Itemization

Bid will include itemized costs per bid item component by quantities and unit cost including materials, proposed equipment, equipment hourly rate, operator hourly rate, and personnel hourly rates. Contractor will provide a lump sum price per bid item and total aggregate bid.

A Bid Sheet is provided for the Project (Attachment C) for planning, but the Contractor is encouraged to use a format that better represents their proposal as needed and must utilize the final bid sheet items, units, and quantities for their proposal.

2.5.9. Point of Hire and Release

Project point of hire and release shall be at the project site.

2.5.10 Acceptance of Work

Acceptance of work will be determined by a 100% inspection of the work by the CTUIR. Nonconformance with any specification will classify the work as unsatisfactory, and rework will be required to bring the work up to the standards negotiated and agreed upon in the contract agreement. The Contractor shall maintain a complete copy of the contract and specifications and drawings from the Plans, including any field or design change notifications, available on-site at all times, for use by the Contractor and the Contractor's employees, and to provide for reference in discussions with CTUIR personnel.

2.5.11 Timeline and Delays

a. Project construction is scheduled to begin within seven days of a signed contract pending completion of environmental permits, landowner clearances, and as ground conditions permit. The scheduled date for completion of the Project is **December 31, 2027**. The Contractor must complete all aspects of the work on, or before this date, unless completion is delayed due to conditions mutually agreed upon and designated in writing by the Contractor and the CTUIR.

b. Once work commences, Project work shall be ongoing. Work shall commence on a Monday-Friday schedule unless prior arrangements are made with the CTUIR. Any delay in daily production will be discussed and agreed upon through CTUIR.

c. Work shall not commence until a construction work schedule, provided to the Owner's Representative and Engineer prior to any work, is approved, then shall be continuous, unless weather conditions or circumstances beyond Contractor's control prevent working. The Owner's Representative must approve deviation from the approved work schedule in writing.

2.5.12 Payment

The Contractor can invoice on a monthly basis during the project construction period or on the basis of completion of Project tasks. Contractor shall coordinate closely with Owner's Representative during development, review, and submittal of Project construction invoices to ensure consistency and timely approval and processing of invoices. The CTUIR will make payment within 30-days of receipt of an invoice following a final inspection that approves all work.

2.5.13 Use of Premises

No camping will be allowed on the Project site. The Project area shall be cleared of all non-forest debris resulting from Contractor's operation as required by the CTUIR prior to final payment being received.

2.5.14 Davis-Bacon Act Wage Rates (10-13)

This project is funded by Federal funds. All employees of the prime contractor or subcontractor(s) shall be paid wages as per Davis-Bacon Act. It is the responsibility of the contractor to determine applicable wage determinations (www.wdol.gov/dba.aspx).

2.5.15 Build America Buy America Act Compliance

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws and regulations. This includes, but is not limited to, the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. No. 117-58, which includes the Build America, Buy America Act ("the Act" or BABA). Pub. L. No. 117-58, §§ 70901-52. These requirements include but are not limited to the following.

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with USDA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Prior to commencing work, and in accordance with the federal, state, and local laws and regulations, the Contractor must provide documentation to the CTUIR that demonstrates all items used by the Contractor to implement the contract comply with BABA.

2.5.16 Indian Preference

Any responsive and qualified Indian Owned Business that timely bids on a project and is not the lowest responsive and qualified bid will be awarded the contract if their bid is within 3% of the lowest bid or a maximum of $150,000 of the lowest non-Indian bidder.

PART III – PROPOSAL REQUIREMENTS

For the purpose of this RFP, each interested Contractor will submit a proposal package to the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Department of Natural Resources, Fisheries Program that includes the following sections and tabbed as follows:

I) Cover letter
II) Firm summary
III) Organizational structure
IV) Firm qualifications and experience
V) Proposed approach of scope of work
VI) Project Schedule and itemized cost
VII) References

1. COVER LETTER

A cover letter must express the Contractor's interest in the project and commitment to the obligations expressed in the RFP. This letter should include the original signature of an authorized representative of the Contractor and indicate that the Contractor accepts all of the terms and conditions contained in the RFP.

2. FIRM SUMMARY

The Contractor will provide general information regarding their particular firm. This should include information about the company size, location, contracting experience within the region, areas of expertise and types of services, staff longevity, staff capabilities and training, and experience with natural resource restoration work and associated construction.

3. ORGANIZATION STRUCTURE

Identify the individuals responsible for managing the project, conducting specific project tasks, and their experience conducting those tasks for your firm. The Contractor should also include an organizational chart showing lines of communication and decision-making hierarchy as well as any sub-contractors. If a team of individuals from multiple contracting firms are assembled, adequately describe the role of each team member.

4. FIRM QUALIFICATIONS AND EXPERIENCE

The proposal will list the Contractor's and employee qualifications and experience in relationship to completing projects of similar nature. Please identify a minimum of three stream restoration projects that are similar to the proposed project which has been successfully completed within the last five years. Contractor must demonstrate experience in stream

restoration projects involving project management and multi-agency coordination, environmental protection measures; engineer field surveying for project layout and construction verification; restoration and implementation of newly constructed channels and adjacent floodplain, stream log and rock structures, erosion control and planting; and equipment availability and operator experience. Track-hoe operator(s) must have a demonstrable experience record and have a **minimum of 1,000 hours experience in stream restoration projects**.

The deenergizing and removal of electrical power feeder line and poles will require a qualified electrician and Contractor must demonstrate experience in removing overhead power supply infrastructure.

5. PROPOSED APPROACH OF SCOPE OF WORK

Describe the approach the Contractor proposes to complete construction of the project as defined in the design drawings and specifications in the Plans. The Contractor should provide enough detail in the proposed approach to fully articulate the Contractors' understanding of the scope and complexities of the project. This section should contain the Contractors planned construction approach, including schedule, staging and sequencing. The schedule must reflect sequencing and be maintained throughout the construction of the project. The Contractors schedule and described approach for updating the schedule throughout the project will be a critical part of evaluating the proposed approach.

The proposal needs to fully articulate the Contractors understanding of the project relative to the complexities in the Plans as well as compliance with environmental compliance regulations, BMP's, and approval from ODA for the CAFO decommissioning and USACE for the levee setback as defined in the Plans. The Contractor should further describe the management approach that will be used when addressing key issues of the project, including but not limited to: avoiding conflicts, experience coordinating with tribal clients, non-governmental organizations, and engineering firms, facilitating reviews, budget control, conflict resolution, scheduling, change order management, and project closeout and any discrepancies, lack of clarity, or other questions arising from evaluation of the design plans and specifications specific to restoration projects.

6. PROJECT SCHEDULE AND ITEMIZED COST

Provide a detailed schedule describing tasks to be completed, project milestones, time necessary to complete each task and the overall project. Provide evidence that adequate management effort, supportive staff, and resources will be committed to the timely completion of the project. Describe the approach for maintaining and updating the project schedule and communicating that to the Owner's Representative and Engineer throughout the project. As stated above in the Proposed Approach, the schedule must reflect sequencing and be maintained throughout the construction of the project. The Contractors' schedule and approach for updating the schedule throughout the project will be a critical part of the proposal evaluation.

Provide a lump sum line-item cost for mobilization/demobilization, individual work elements and the total project cost from the point of project implementation until completion (Attachments C). The total potential price of all items combined and the prices for individual work items will be considered as part of the evaluation factors.

The CTUIR project staff welcomes cost-effective alternatives to expedite the proposed implementation schedule. These alternatives must be provided as an optional line item in addition to the original cost proposal. If approved by CTUIR, the project design and specifications from the Plans will be revised through design change and/or field change notices as applicable.

7. REFERENCES

References are required from at least three (3) projects similar to the proposed project. Include project name, contact name, address, and telephone number, a description of the project, project completion date, and the relationship of the contact person to the project referenced.

PART IV – SELECTION CRITERIA

Proposal selection will be completed through a quality-based selection process (QBS) by a review team. The CTUIR will issue a contract agreement to the responsible Contractor whose proposal is deemed to be most advantageous and of best value towards meeting the project objectives. The criteria to be evaluated and weighted are outlined below.

I. **Adequacy of Technical Proposal**: 100 points
   a. Proposal content and applicability of the approach for addressing and fulfilling the project design and specifications, adhering to the project implementation plan, and project schedule and its management (50); and,
   b. Proposal is clearly and concisely written and demonstrates a full understanding of the project (50).

II. **Contractor Qualifications and Experience**: 165 points
   a. Qualifications of Contractor (40) (prior experience of all aspects in stream restoration projects similar to the proposed project, project references and technical experience);
   b. Project management experience in planning, implementing and managing stream restoration projects and schedules (40);
   c. Past Performance on similar projects (75); and,
   d. Company resources available (10); (organization of company, equipment and staffing, and abilities to meet budget and timelines).

III. **Aggregate Bid Price**: 80 points
   a. The total potential price of all items combined and the prices for individual items will be considered as part of the evaluation factors (40); and,
   b. Cost is further evaluated through a cost/benefit analysis based on proposed work, technical compliance of the RFP project specifications, technical expertise, and project schedule (40).

VI. **Indian Preference**: 5 points

Must meet these factors in order to secure Indian Preference status;

1. Membership in a Federally recognized Tribe;
2. Indian Ownership of 51% or more;
3. Indian Control;
4. Indian Management;
5. Financing obtained by Indian person; and,
6. Equipment obtained by Indian person.

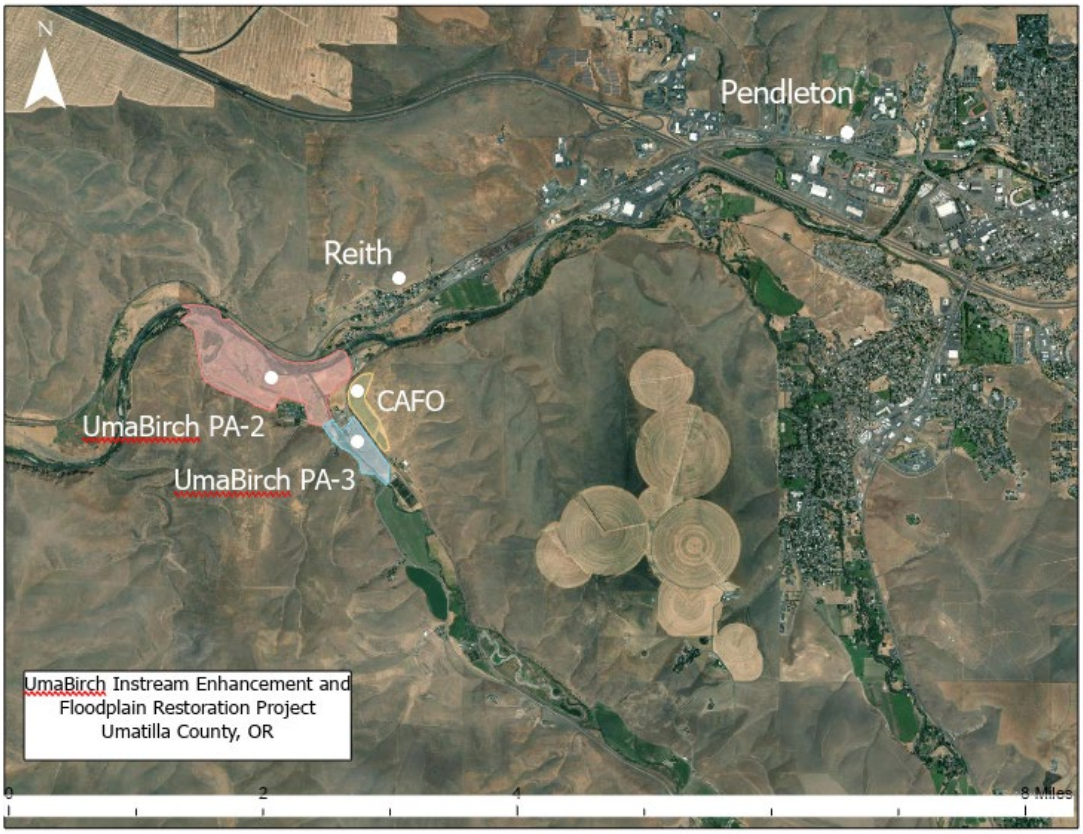
The RFP process is designed to result in the selection of a contractor who demonstrates the capability to complete the work at the best value. The CTUIR reserves the right to contract all or portions of the work to individual contractors.

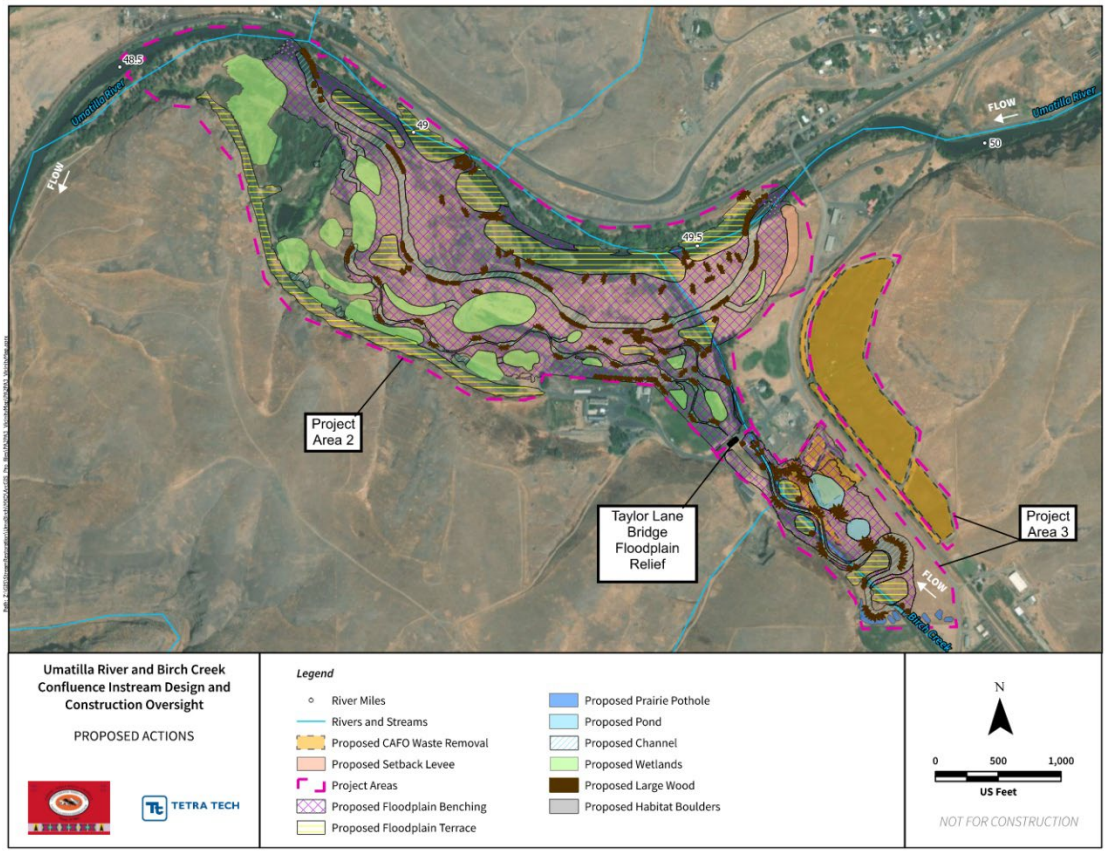
PART V – ATTACHMENTS

The following items are attached to the RFP:

- *Attachment A: Project Site Vicinity Maps*
- *Attachment B: Project Drawings and Specifications ("Plans")*
- *Attachment C: Bid Item Summary Sheet*
- *Attachment D: CTUIR GIS Standards and Requirements*
- *Attachment E: OWEB Build America Buy America Act Compliance* (Example)

Attachment A: Project Site Vicinity Maps





Attachment B: Project Drawings and Specifications ("Plans")

The Plans will be discussed with the Contractors who attend the pre-bid tour. Unless other arrangements are made in advance, these materials will be available on the CTUIR website Reports & Data – Umatilla River Basin. Files can be copied or drag/drop to computer or opened.

Refer to Design Plans:
UmaBirch_PA2_100_Implementation_Plan.pdf
PA2_Levee_setback_100_Design_Submittal.pdf
UmaBirch PA3 100% Implementation Plan

Attachment C: Bid Item Summary Sheets

RFP No. 2026-05/416-024
Date Issued: April 21, 2026

UmaBirch Instream Enhancement and Floodplain Restoration Construction Materials and Services

Bid Item	Item Description	Total Quantity	Unit	Unit Price	Proposed Equipment	Equipment Hourly Rate	Operator Hourly Rate	Personnel Hourly Rate	Total Bid Price
1	**Stream Structures (Acquisition)**								$
	PA 2 – Whole Tree with Rootwad	1,327	EA						
	PA 2 – Logs without Rootwads or Branches	348	EA						
	PA 2 – Slash/Racking	6,600	CY						
	PA 2 – Wood Pilings	92	EA						
	PA 2 – Ballast Boulders (2.5-foot diameter)	225	EA						
	PA 2 – Habitat Boulders (3.5-foot diameter)	60	EA						
	PA 3 – Whole Tree with Rootwad	318	EA						
	PA 3 – Logs without Rootwads or Branches	30	EA						
	PA 3 – Slash/Racking	904	CY						
	PA 3 – Ballast Boulders (3-foot diameter)	94	EA						
2	**Site Preparation**			Lump Sum					$
	PA 2 – Mobilization and Demobilization	1	LS						
	PA 2 – Clearing and Grubbing	137	AC						
	PA 2 – Construction Survey	1	LS						
	PA 2 Levee Setback – Mobilization and Demobilization	1	LS						
	PA 2 Levee Setback – Clearing and Grubbing	2.8	AC						
	PA 2 Levee Setback – Construction Survey	1	LS						
	PA 3 – Mobilization and Demobilization	1	LS						
	PA 3 – Clearing and Grubbing	24	AC						
	PA 3 – Construction Survey	1	LS						
3	**Earthwork**			Lump Sum					$
	PA 2 Excavation – Proposed Floodplain and Wetland	316,200	CY						
	PA 2 Excavation – Proposed Channels	73,900	CY						
	PA 2 Fill – Existing Channel, Riparian Islands, Access Road Maintenance	384,100	CY						
	PA 2 – LWM Structure Ballast Material	6,000	CY						
	PA 3 Excavation – Proposed Floodplain, Channels, Wetland, Streambed Over excavation	118,400	118,400						

	PA 3 Excavation – CAFO Decommissioning Areas	47,400	CY						
	PA 3 – Streambed Sediment	11,800	CY						
	PA 3 – Birch Creek Channel Fill	26,400	CY						
	PA 3 – Excavation Spoils	80,700	CY						
	PA 3 – Hourly Rental of Equipment	40	HR						
4	**Stream Structures (Installation)**								
	PA 2 – 22-log Jam	10	EA						
	PA 2 – 10-Log Habitat	63	EA						
	PA 2 – 22-Log Habitat	23	EA						
	PA 2 – Revetment Structure	5	EA						
	PA 2 – Large Apex Structure	2	EA						
	PA 2 – Small Apex Structure	5	EA						
	PA 3 – 10-Log Habitat	16	EA						
	PA 3 – Channel Spanning	2	EA						
	PA 3 – Log Jam	10	EA						
	PA 3 – Surface Placed Trees	50	EA						
5	**PA 2 Levee Setback**			Lump Sum					$
	Bonding Benching	1,040	CY						
	Levee Fill	4,000	CY						
	Revetment Riprap Class 200	4,600	TON						
	Overflow Relief Riprap Class 50	1,500	TON						
	Controlled Low-Strength Material Backfill	240	CY						
	Internal Seepage Filter and Diaphragm	1	LS						
	36-inch Diameter CPEP Culvert	220	LF						
	Precast Concrete Culvert Wingwall	2	EA						
	Precast Concrete Culvert Inlet Headwall (Integrated with Wingwalls)	1	EA						
	Precast Concrete Culvert outlet Headwall (Stand-alone)	1	EA						
	4-inch Cast Iron Flap Gate	2	EA						
	4-inch Cast Iron Flap Gate	2	EA						
6	**PA 3 CAFO Waste Disposal**			Lump Sum					$
	Tire Waste Haul-off and Disposal	600	EA						
	Debris Haul-off and Disposal	50	CY						
	Dewatering Waste Pond and Ditch Haul-off and Disposal	6,100	GAL						
7	**PA 3 Floodplain Relief Bridge**			Lump Sum					$

	Prefabricated Bridge Acquisition	1	LS						
	Prefabricated Bridge Installation	1	LS						
	Structural Backfill	200	CY						
	Class 200 Riprap	120	CY						
	¾-Inch Minus Gravel	30	CY						
	Streambed Sediment	80	CY						
	Scour Cutoff Material	40	CY						
8	**Erosion Control and Site Stabilization**			Lump Sum					$
	PA 2 – Construction Area BMPs	1	LS						
	PA 2 – Water Control, Dewatering, and Cofferdams	1	LS						
	PA 2 – Site Stabilization	115.1	AC						
	PA 2 – Temporary Crossings	6	EA						
	PA 2 – Project Cleanup and Repairs	1	LS						
	PA 2 Levee Setback – Construction Area BMPs	1	LS						
	PA 2 Levee Setback – Water Control, Dewatering, and Cofferdams	1	LS						
	PA 2 Levee Setback – Site Stabilization	2.8	AC						
	PA 2 Levee Setback – Project Cleanup and Repairs	1	LS						
	PA 3 – Construction Area BMPs	1	LS						
	PA 3 – Water Control, Dewatering, and Cofferdams	1	LS						
	PA 3 – Temporary Crossings	2	EA						
	PA 3 – Project Cleanup and Repairs	1	LS						
	Oregon DEQ 1200-C Permit	1	LS						
9	**Revegetation**			Lump Sum					$
	PA 2 – Seeding and Mulching	115.1	AC						
	PA 3 – Seeding and Mulching	44	AC						
							Subtotal		$
									$

ATTACHMENT D: GIS Standards and Requirements

The CONTRACTOR shall provide the TRIBES with a digital copy of all finished products that include geographic information; this includes but is not limited to surveys, aerial imagery and data developed in support of Tribal projects. All geographic information shall be delivered in a digital, georeferenced format compatible with ArcGIS desktop version 10.5.1. Metadata shall be included with all deliverables. The TRIBES use ESRI ArcGIS software as its standard GIS platform, SQL server as its primary database software and Windows as its operating system. GIS files being created for delivery to CTUIR shall be prepared in conformance with the requirements outlined in this schedule.

If attribute information are collected in addition to geographic positions the CONTRACTOR shall provide a digital data dictionary file that has been approved by the persons responsible for the contract for CTUIR in terms of expected content and format. The data dictionary file must describe all the associated attribute information. Included in the data dictionary must be a definition of each table and each column within the table. The table definition must include the purpose, structure, and a list of any associated features. The column definition must include the data type, data precision, and a brief description of each of the values that may be included in the column (including an explanation of any abbreviations or codes that are utilized). If an extensive number of abbreviations or codes will be utilized to populate a column, a separate domain list shall be provided. All domain list values must be accompanied by a description especially in the case of abbreviations. The preferred delivery format for all GIS attribute tables is a comma delimited, ASCII text file format with all column headings specified.

Data Collection Standards.

1. Survey Data Standards. CONTRACTOR shall:

    i. use known Tribal survey monuments if working within the reservation boundary,
    ii. meet a minimum level or accuracy for all survey work (1/100th of a foot), and
    iii. submit all survey points with an attached attribute description for all of the points.

2. GPS Data Standards. CONTRACTOR shall ensure:
    i. all geographic features collected have a unique identification which associates it with its attribute information in an associated table,

    ii. all attribute tables have a digital data dictionary file,

    iii. horizontal coordinates are documented and meet a minimum level of accuracy as is appropriate for the scope of work.

    To determine appropriateness, the following guidelines shall be used:

        a. Survey Grade are the most accurate and most commonly used in situations where accuracy is essential (engineering applications, property boundary determinations, etc.), as such they are the preferred method. They typically provide true positional accuracy within a centimeter in the horizontal direction and elevation accuracies within 10 centimeters.

        b. Mapping Grade receivers are most commonly used by GIS professionals for gathering data for inventories, resource mapping, environmental management and infrastructure management. This method is permissible if Survey Grade cannot be provided. Mapping Grade must be differentially corrected GPS to reduce positional errors. Differential correction is the process of improving fixed positions utilizing data from a base station. With differential correction, horizontal accuracies from one to two meters can be achieved, while vertical accuracy is around 3 meters.

        c. Recreational Grade are the least accurate units, and are not permitted without express authorization from the TRIBES' Office of Information Technology. This is typically used for outdoor recreational activities, these receivers can have up to 20 meters in positional error.

3. Georeferencing.
    i. Survey grade information must be georeferenced to the approved coordinate system as adopted by the Oregon Legislature in the Oregon Revised Statute 93.330:

    Oregon State Plane North
    Projection: Lambert_Conformal_Conic
    False_Easting: 8202099.737533
    False_Northing: 0.000000
    Central_Meridian: -120.500000
    Standard_Parallel_1: 44.333333
    Standard_Parallel_2: 46.000000
    Latitude_Of_Origin: 43.666667
    Linear Unit: Foot (0.304800)

    Geographic Coordinate System: GCS_North_American_1983
    Angular Unit: Degree (0.017453292519943299)
    Prime Meridian: Greenwich (0.000000000000000000)
    Datum: D_North_American_1983
    Spheroid: GRS_1980
    Semimajor Axis: 6378137.000000000000000000
    Semiminor Axis: 6356752.314140356100000000
    Inverse Flattening: 298.257222101000020000

    ii. Geographic data including data other than survey grade information, such as CAD, GIS, Aerial Imagery, and Photography must be georeferenced using the following coordinate system:

    NAD83 UTM Zone 11 North
    Projection: Transverse_Mercator
    False_Easting: 500000.000000
    False_Northing: 0.000000
    Central_Meridian: -117.000000
    Scale_Factor: 0.999600
    Latitude_Of_Origin: 0.000000
    Linear Unit: Meter (1.000000)

    Geographic Coordinate System: GCS_North_American_1983
    Angular Unit: Degree (0.017453292519943299)
    Prime Meridian: Greenwich (0.000000000000000000)
    Datum: D_North_American_1983
    Spheroid: GRS_1980

iii. All aerial photography and satellite imagery must be georeferenced and orthographically rectified unless otherwise authorized by the TRIBES' Office of Information Technology.

Data Development Requirements.

1. All intersecting lines shall be processed to remove overshoots and undershoots.

2. Zero length segments shall be removed.

3. Different feature types shall not share a common line segment. Snapping shall be set such that lines intersect.

4. All block definitions (CAD) shall be provided.

5. Equivalent CAD or ERSI symbol sets shall be provided.

6. A project report (metadata) shall be provided.

7. A detailed layer list shall be provided.

Data Delivery Requirements:

1. Vector Data – points, polygons and lines (parcels, roads, streams, buildings, etc.) – shall be delivered in the following formats:
    i. ESRI Shape file format,

    ii. ESRI File Geodatabase format,

    iii. CAD data. Electronic files of all developed CAD data as georeferenced DWG files shall be provided including a PDF of survey or as-built with layers referenced.

2. Raster Data

    i. remote sensing imagery shall be delivered as TIFF

    ii. Photos as jpg

3. Lidar Data – CTUIR follows the Oregon Airborne Lidar Data Standard. All Lidar data collections must meet those standards. Contractor shall provide:
    i. LAS files, containing classification values.
    ii. Intensity grid
    iii. Highest hits grid
    iv. Bare earth digital terrain model as a DEM.

v. Surveyed benchmark coordinates used as reference and error evaluation.

4. Metadata. Accompanying the final GIS delivery shall be a sufficient level of metadata regarding the project files to allow a reasonable understanding of the source, accuracy, modifications to, and applicability of the data provided. All submitted metadata shall follow Federal Geographic Data Committee (FGDC) Standards specified in *Content Standard for Digital GeoSpatial Metadata (FGDC-STD-001-1998)* (FGDC 1998). The FGDC Standards can be found at https://www.fgdc.gov/metadata/geospatial-metadata-standards All metadata should be submitted in text (*.txt), Microsoft Word (*.doc), or the ESRI compatible XML format (as compiled through ArcCatalog).

Minimum metadata standards for geographic information. The CONTRACTOR shall:

i. Provide a purpose statement identifying the project for which the data was created,
ii. identify the original source of the data,
iii. identify the creator of the data,
iv. indicate the date that the data was input into a GIS system,
v. provide confidence of attribution data,
vi. provide positional confidence of the object location (horizontal and vertical),
vii. identify hardware used to collect and process the data,
viii. identify software used to collect and process the data,
ix. identify the name of the data dictionary file.

For questions concerning these requirements please contact the GIS Program at the Confederated Tribes of the Umatilla Indian Reservation.

Attachment E: OWEB Build American Buy America Act Compliance (Example)

Instructions for grantees (Delete Red Text Before Submitting the letter)
Some OWEB grant agreements funded with federal funds require grantees to comply with the Build America Buy America Act and to document that compliance when submitting the final payment request. Grantees will find this requirement included in Exhibit B – Special Conditions if applicable.
Below is a template letter documenting compliance with BABA that grantees can use to submit with the final Project Completion Report to meet the grant agreement requirement. The letter must be submitted on grantee letterhead, signed, and uploaded with the Project Completion Report. Please contact your OWEB Project Manager with any questions.

The undersigned certifies that for the OWEB Grant for Meacham RM 10-11 #224-6002-23257 the iron, steel, manufactured products, and construction materials used in this project are in full compliance with the BABA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. The only materials used on this project include logs/trees obtained locally for instream structures. No other materials were used.
2. All manufactured products purchased with USDA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Grantee Signature

X _____