



## INVITATION FOR BID UmaBirch Project Area 4 Planting & Revegetation

Confederated Tribes of the Umatilla Indian Reservation  
*Umatilla Basin Fish Habitat Restoration Project*  
*Department of Natural Resources*

CONTRACTORS INVITED TO BID THE PROJECT: **All individuals with and without Indian preference.**

**DATE ISSUED:** August 27, 2024  
IFB No. 2024-06/416-024

Administrative Contact: Julie A. Burke  
Office/Fax: (541) 429-7292  
Email: [julieburke@ctuir.org](mailto:julieburke@ctuir.org)

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

### **Critical Dates:**

Bid Tour on site:	<b>September 19, 2024 – 9:00 AM PST</b>
Bid Request for Clarification Deadline:	<b>September 26, 2024 – 2:00 PM PST</b>
Bid Questions Response from CTUIR:	<b>September 30, 2024</b>
Bid Submission Deadline:	<b>October 4, 2024 – 2:00 PM PST Tentative Award</b>
Selection (est.):	<b>October 11, 2024</b>
Contract Award (est.):	<b>October 15, 2024</b>
Project Initiation (est.):	<b>November 1, 2024</b>
Project Completion (est.):	<b>April 30, 2025</b>

### **Attachments**

Attachment A – Bid Sheet  
Attachment B – Site Maps (3)  
Attachment C – Project Area 4 Birch Creek Instream Enhancement and Floodplain Restoration Implementation Plan

## GENERAL BID INFORMATION

### **BACKGROUND**

The Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources is accepting bids for planting and revegetation of UmaBirch Project Area 4. The main project area is located on Birch Creek, about 2 miles upstream of its confluence with the Umatilla River near the town of Reith, approximately 3 miles west of City of Pendleton, Oregon along Birch Creek Road (Township 2 North, Range 31 East, Section 13). The Stanley Creek project site is above the city of Pilot Rock on the West Birch Road for hydroseeding only at the Junction on County Road 1407 and 1409 (Township 02 South, Range 32 Section 19, East Willamette Principal Meridian Oregon). The project sites are located entirely on private property with the Umatilla County Right-of-Way applying to the road and bridge on Stanley Creek.

The successful implementation of this project will increase channel complexity and floodplain connectivity for Endangered Species Act (ESA)-listed and non-ESA-listed native fish species within the Birch Creek watershed. This project's goals 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); Channel morphology (improve channel form, sinuosity, complexity, geomorphic and hydrograph stability); Fish habitat (increase the quality and diversity of in-stream habitat for resident and anadromous fish in Birch Creek); Restoration of natural channel processes (through the addition of large wood to increase channel complexity, restoration of sediment routing processes, and planting of native species in the floodplains and uplands).

### **BID SUBMISSION DEADLINE**

The closing date for Bid submissions will be on **October 4, 2024 at 2:00 pm, Pacific Standard Time (PST)**. Bids received after the specified time will not be considered. Contractors must submit their bid electronically to:

Julie Burke - [julieburke@ctuir.org](mailto:julieburke@ctuir.org)

Proposal should be in PDF format.

Subject line should read: **"UmaBirch Project Area 4 Planting & Revegetation"**

By submission of a bid, the contractor agrees, if his/her bid is accepted, to enter into a contract with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Department of Natural Resources and to complete all work as specified in the contract at the bid price and within the IFB's time frame.

The bid must be independently arrived at and be prepared in accordance with the enclosed instructions. Unless otherwise specified in the IFB, the contract will be awarded to the lowest aggregate responsive, responsible bidder with fair consideration given to Indian-owned, other minority, woman or disabled-based enterprises.

Contractors should be advised that, prior to award of any contract, the CTUIR Department of Natural Resources - Fisheries Program reserves the right to conduct a pre-award survey for the purpose of determining the contractor's responsibility and capacity to perform the contract. This may include review of prior subcontracting agreements, financial capacity, and quality of work performed on other contracts.

All bids must be signed and dated; if a joint venture is submitting the bid, each joint venturer must sign the bid. All bids must include Bid No. 2024-06/416-024

### **WORK SITE TOUR**

A bid tour will be provided on **September 19, 2024** at **9:00 AM PST** for interested parties. Participants will meet at the project area 4 located along Birch Creek about 2 miles upstream of its confluence with the Umatilla River near the town of Reith, approximately 3 miles west of City of Pendleton, Oregon along Birch Creek Road (Township 2 North, Range 32 East, Section 19). See Attachment B for details.

### **BID QUESTIONS**

In order to ensure maximum fairness to all bidders, any and all pertinent questions regarding the attached IFB must be submitted in writing by 2:00 p.m. prevailing local time on **September 26, 2024** and directed to: Julie Burke or Jude Love using the contact information noted on cover page.

### **CONTRACTOR SELECTION**

Selection will be based upon lowest bid of qualified contractors. As such, bids will need to be supported by an explanation of contractor qualifications.

### **PROJECT LOCATION AND PURPOSE**

The CTUIR's, Department of Natural Resources Fisheries Program is currently inviting bids for the planting of riparian shrubs on lands managed by the CTUIR on private property of Whit Whit LLC. The project is located on Birch Creek, about 2 miles upstream of its confluence with the Umatilla River near the town of Reith, approximately 3 miles west of City of Pendleton, Oregon along Birch Creek Road (Township 2 North, Range 32 East, Section 19). The project site is located entirely on private property.

The project will involve:

1. Supply and plant 2,000 coyote willow and 2,000 peachleaf willow in gallon pots or comparable
2. Hydroseeding
3. BMP Implementation and Monitoring
4. Site Clean-up
5. Mobilization
6. Optional – Temporary Bridge

### **SCOPE OF WORK**

The contract scope includes hydroseeding of 10 floodplain acres at the discretion of the CTUIR and installing riparian hardwood species along approx. 10 acres of streambank along the new primary channel. The species to be planted are Peachleaf Willow (*Salix Amygdaloides*) and Coyote Willow (*Salix exigua*). The selected contractor will be required to acquire the necessary material and equipment to successfully complete the scope of work. See Part II and attached Bid Sheet for Additional details. The complete revegetation plan can be found within the UmaBirch 100% Implementation Plan here: <https://umatillariver.org/reports-and-data/>

The scope of work for this project includes all the following items:

- a. Hydroseed 10 acres of floodplain
- b. Supply and Install 2,000 potted Coyote Willow plants
- c. Supply and Install 2,000 potted Peachleaf Willow

**Work Item 1: Planting** – Supply and install Tall Gallon Plants, or comparable, and plant such that they are at least two feet below the surface and where possible, in contact with groundwater, even if this requires burying part of the stems. Planting locations will be identified on site by CTUIR to ensure the best survival. Plantings will occur within “greenline” areas shown in Attachment B, along newly developed Birch Creek channel and spacing will be identified by CTUIR at the site. Planting areas are a mix of streambed alluvium with small gravel and silt.

**Work Item 2: Hydroseeding** - Hydroseeding of approximately 10 acres of floodplain bare ground with tackifier/soil stabilizer. Specific locations will be identified by CTUIR.

Excavation may occur through the use of augured holes or trenches.

**Work Item 3: BMPs** - The site access, staging, and sequencing plan will conform with the existing permitting associated with PA-4 floodplain construction work. The planting will be within the scope of the existing PA-4 project and Stanley Creek bridge replacement (see maps in Appendix B). CONTRACTOR will place straw wattles/sediment fence in areas of disturbance that could cause erosion directly into water. CONTRACTOR will monitor water quality and address turbidity exceedance on an as-needed basis, any time work is being completed near water.

Stream crossing locations will be identified by CTUIR staff where travel across the stream is necessary.

CTUIR staff will complete any fish salvage associated with this effort.

**Work Item 4: Site Clean-up** - This work item includes final site clean-up and site rehabilitation. All disturbed surfaces will be tooth raked or smoothed as appropriate. CTUIR staff will secure and distribute grass seed on disturbed surfaces after implementation ends. All equipment and supply materials will be removed from the site prior to equipment leaving the site.

**Work Item 5: Mobilization** - Equipment transportation to the project site will be at the contractor's discretion and adhere to BMP's. Rental equipment and its transportation to the project shall be included in this work item. Equipment will be power washed to remove invasive and off-site seed sources prior to delivery. This work item will include site cleanup and restoration associated with equipment as part of demobilization.

**Work Item 6: Optional (Temporary Bridge)** - In place of logs noted in Work Item 3, bridges may be used as an alternative at creek crossings provided their installation does not significantly impair water quality of aquatic wildlife. This Work Item includes all costs associated with bridges and their installation/removal. This work item will only be available with permission of CTUIR staff.

### **General Work Provisions**

#### 1) Required Equipment Standards

- a. Synthetic hydraulics - hydraulic oil in the equipment that is 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 CTUIR and designated agent).
- b. Spill Kits (including rag pads and booms) will be required on site at all times.
- c. Equipment will be free of leaks, clean and free of off-site soil and plant matter, and in good operating condition.

2) Minimum Equipment Specifications

Proposed equipment quantities and specifications are the responsibility of the Contractor in meeting the project construction and timelines.

3) Materials and Services Furnished by the Contractor

The Bidder must supply all materials, tools, equipment, and experienced laborers necessary to complete the work specified in the contract. In addition, the contractor must furnish and cover:

1. All costs of plant materials/supplies, equipment, operation, and transportation.
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.

4) Oil and Spill Prevention

The contractor will be required to fuel, lubricate, and perform maintenance activities at a distance greater than 100 feet from any water body, stream, spring, or wetland. The CTUIR will reserve the right to inspect equipment at the time it is delivered to the work site. Equipment must be free from excessive leaks in hydraulic, fuel, and power systems and clean enough to allow for close inspection of these systems. The CTUIR reserves the right to require the contractor to remedy or replace any equipment that does not meet these conditions.

5) Fire Prevention and Control

The contractor shall be responsible for fighting his or her own fire(s). The contractor, acting independently, shall immediately extinguish without expense to the CTUIR, all fires on or in the vicinity of the project which are caused by him, her, or his or her 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 his or her employees or resulting from 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 is authorized to procure such items and services as may be deemed necessary and charge to the contractor.

6) Regulations and Permits

The CTUIR will be responsible for obtaining any necessary permits from the State of Oregon, U.S. Army Corps of Engineers, cultural resource clearance, Endangered Species Act – Section 7 Consultation Clearances, rights-of-way agreements and easements with the affected landowner.

7) Contractor Liability, Licensing and Insurance Requirements

The contractor shall be held responsible for all damages to persons or property that occur as a result of the contractor's fault or 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 CTUIR 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: \$2,000,000 aggregate, and \$1,000,000 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 amount equal to the greater of (1) one million dollars for all vehicles used in 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).

8) 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.

9) 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 item summary sheet is provided for simplicity (Attachment B) but the Contractor may use a format that better represents their proposal as needed.

10) Point of Hire and Release:

Project point of hire and release shall be at the project site located in the vicinity of Section 19/30, Township 02 North, Range 32 East, Willamette Principle Meridian Oregon (Attachment B).

11) Acceptance of Work

Acceptance of work will be determined by an 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 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.

12) Timeline and Penalties for Unauthorized delays:

- a. Project is projected to begin on or after **November 1, 2024**, with completion by **April 30, 2025**. The contractor must complete all aspects of the work before this date, unless completion is delayed due to weather or conditions mutually agreed upon and designated in writing by the contractor and the CTUIR.

The CTUIR will coordinate with relevant agencies to ensure access across Umabirch Project Area 4 (PA-4) prior to project start.

- b. Work shall not begin until the work schedule is approved, then shall be continuous, unless weather conditions or circumstances beyond contractor's control prevent working. Any delay in daily production will be discussed with and agreed to by CTUIR staff.
- c. The CTUIR will levy a penalty of \$500/day against the contractor if the project is not completed by the scheduled project completion date of **April 30, 2025**, or some other date mutually agreed in writing by both parties.

13) Payment

Payment for invoicing will be discussed during contract negotiation. Upon receipt of the final invoice, CTUIR personnel shall conduct a final inspection of the work. If, during the final inspection, the work is determined to be satisfactory, the CTUIR will make payment within 30 days.

14) Use of Premises

The Contractor shall, at all times, direct activities in such a manner as to minimize adverse impacts on the property. Use of vehicles shall be restricted to project access points as designated by the CTUIR and use shall be minimized and may be restricted in use during wet periods. No machinery shall operate in creeks that contain water; in these areas hand labor shall be required. 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. Any damage to trails, roads, fences, or creek banks shall be promptly repaired by the Contractor to the condition which existed prior to the damage or replaced at the Contractor's expense prior to final approval of the work by CTUIR.

15) Indian Preference

Unless otherwise specified, the contract will be awarded to the lowest, responsive, responsible bidder; unless a responsive, responsible Indian bidder is within 10% of the lowest bid or a maximum of \$9,000 of lower non-Indian bidder.

16) 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 IFB 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.

17) Amendments

The CTUIR reserves the right to amend the resulting contract from this IFB. 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.

**Attachments:**

- Attachment A: Bid Sheet
- Attachment B: Project Site Area Maps
- Attachment C: Project Area 4 Birch Creek Instream Enhancement and Floodplain Restoration [Implementation Plan](#). See website for more information ([Reports & Data – Umatilla River Basin](#)).



**Attachment A: Bid Sheet  
Construction Bid Item Form  
Bidder's Qualifications must be attached to Bid Sheet**

**IFB: 2024-06/416-024**

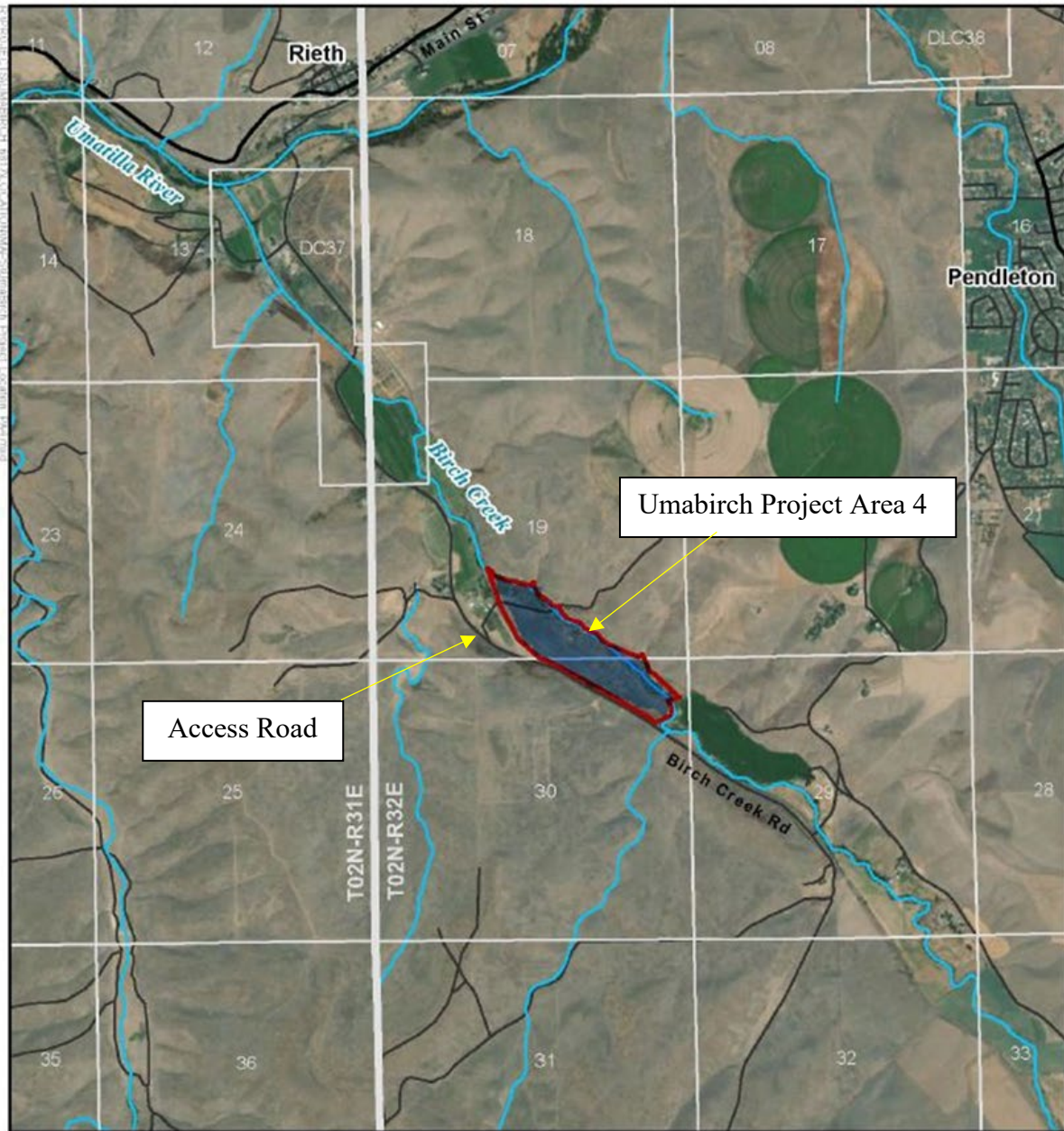
<b>Item No.</b>	<b>DESCRIPTION</b>	<b>Hours/ Quantity</b>	<b>Cost</b>	<b>Total Cost</b>
1	Hydroseeding of riparian floodplain	10 acres		
2	Installation of one gallon or comparable potted Coyote Willow	2,000 plants		
3	Installation of one gallon or comparable potted Peachleaf willow	2,000 plants		
<b>BID TOTAL</b>				

<b>CONTRACTOR'S FULL LEGAL NAME: (PLEASE PRINT OR TYPE):</b>	
<b>AUTHORIZED SIGNATURE:</b>	
<b>PRINTED NAME AND TITLE OF PERSON SIGNING:</b>	
<b>DATE:</b>	
<b>COMPANY ADDRESS:</b>	
<b>FAX NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	
<b>BID PRICES VALID FOR</b>	<b>DAYS</b>

By signing and submitting this Bid Form the bidder shall honor the completed competitive bid for a period of up to 90 days from the date of bid opening.

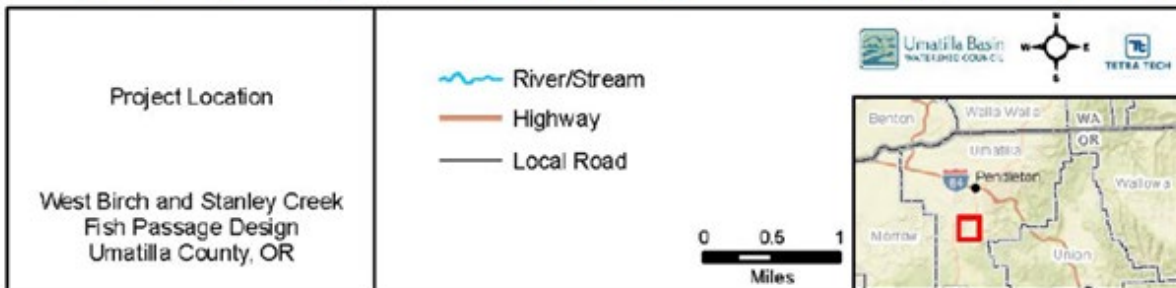
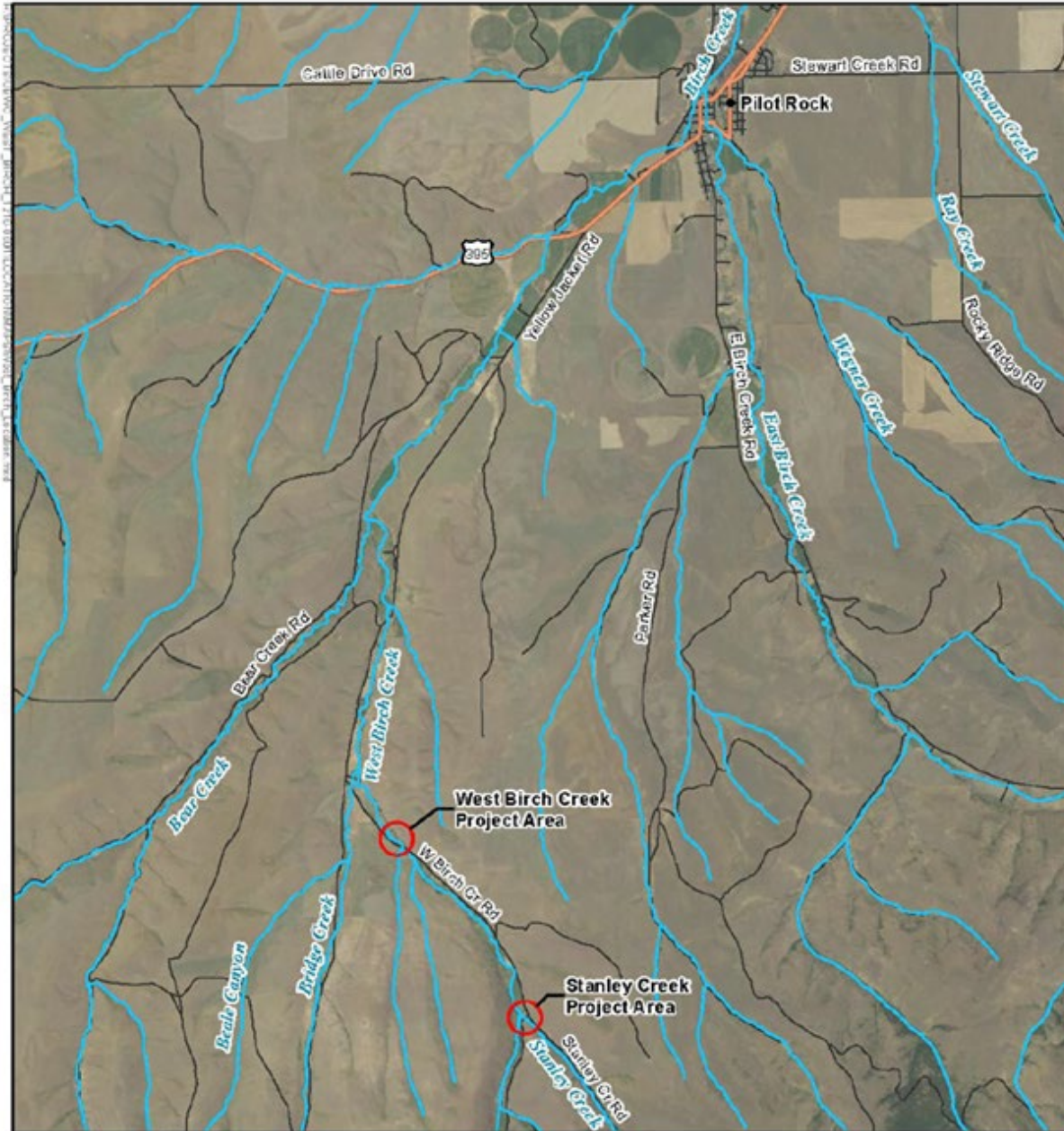


Attachment B: Project Site Area Map – Project Area-4

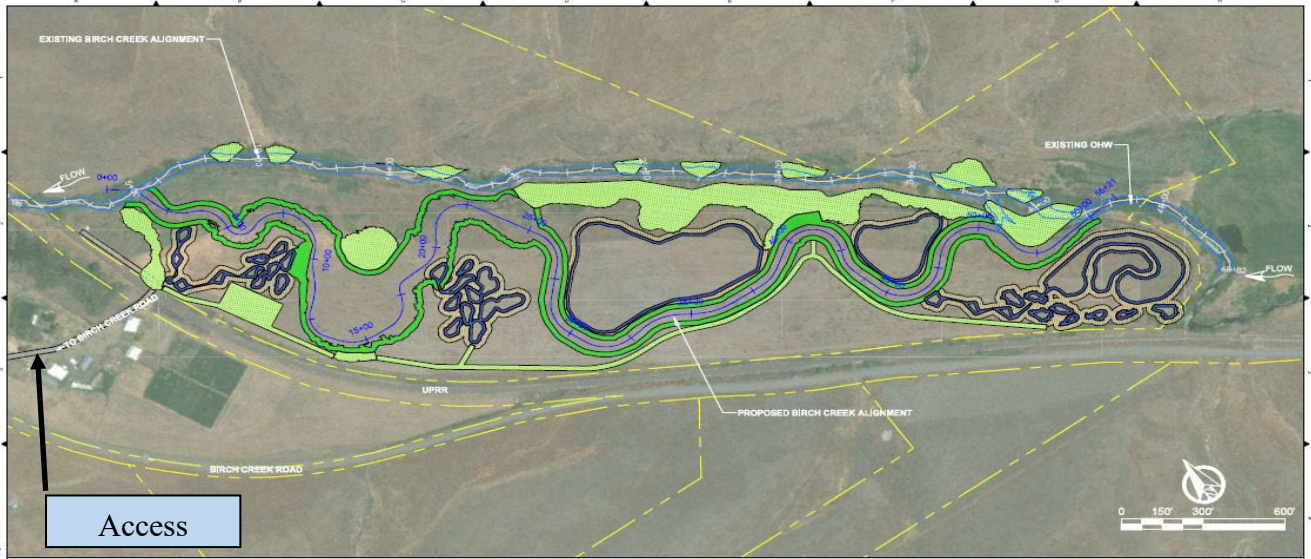


<p><b>Project Area 4</b></p> <p><b>Birch Creek In-Stream Enhancement and Floodplain Restoration</b></p> <p>Umatilla County, OR</p>	<ul style="list-style-type: none"> <li><span style="border: 2px solid red; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> Project Area 4</li> <li><span style="color: blue; font-weight: bold; margin-right: 5px;">~</span> River/Stream</li> <li><span style="border: 1px solid gray; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> Township Boundary</li> <li><span style="border: 1px solid gray; display: inline-block; width: 20px; height: 10px; margin-right: 5px;"></span> Section Boundary</li> <li><span style="border-bottom: 2px solid black; display: inline-block; width: 20px; margin-right: 5px;"></span> Major Road</li> <li><span style="border-bottom: 1px solid black; display: inline-block; width: 20px; margin-right: 5px;"></span> Local Road</li> </ul> <div style="text-align: right; margin-top: 10px;"> <p>0      2,000      4,000</p> <p>Feet</p> </div>	<div style="text-align: right; margin-bottom: 5px;"> </div>
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Attachment B: Project Site Area Map – Stanley Creek Bridge



# Attachment B: Project Site Area Map – PA-4 Planting Areas



- LEGEND**
- EXISTING CHANNEL ALIGNMENT
  - EXISTING OHW
  - PROPERTY BOUNDARY
  - PROPOSED CHANNEL ALIGNMENT
  - PROPOSED FLOODPLAIN SHRUB PLANTINGS
  - PROPOSED UPLAND GRASS PLANTINGS
  - PROPOSED RIPARIAN SHRUBS AND GRASS PLANTINGS
  - PROPOSED WETLAND PLANTINGS



**ISSUED FOR CONSTRUCTION**



REV.	DATE	DESCRIPTION	CHKD.	APP'D.
1	11/01/2021	ISSUED FOR CONSTRUCTION	JL	JL

OTHER PA 4 BIRCH CREEK INSTREAM ENHANCEMENT AND FLOODPLAIN RESTORATION		DATE: 11/01/2021
<b>PLANTING PLAN</b>		CREATED: 11/01/2021
		39 of 41

## UmaBirch Instream Design and Construction Oversight Project

### Project Area 4 Birch Creek Instream Enhancement and Floodplain Restoration Implementation Plan Issued for Construction

Prepared for:



Confederated Tribes of the Umatilla Indian Reservation  
Fisheries Program-Umatilla River Basin  
Department of Natural Resources  
46411 Timine Way  
Pendleton, OR 97801

Prepared by:



19803 North Creek Parkway  
Bothell, WA 98011  
Tel 425-482-7600 Fax 425-482-7652

**July 2021**