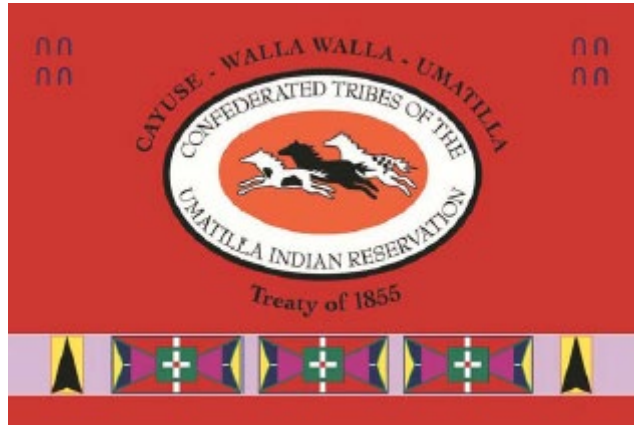


Confederated Tribes of the Umatilla Indian Reservation



TRIBAL BROADBAND PROJECT

Installation & Assemblage of the File Sever Room

Cable Management Ladder System
Network File Server Cabinets
UPS Battery Backup System
Camara Security System

Request for Proposal (RFP)

RFP SOLE POINT OF CONTACT:

BRUCE ZIMMERMAN
(email: brucezimmerman@ctuir.org)

CRITICAL DATES

RFP Issuance Date	June 21, 2024
Closing (Proposal Submittal Deadline)	July 2, 2024 2:00pm PST
Award Selection Notification:	July 3, 2024 1:00pm PST

DUE: BY 2:00 PM, JULY 2, 2024
VIA EMAIL

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Section 1. Request for Proposal Overview

1.1 – Executive Summary

The Confederated Tribes of the Umatilla Indian Reservation, a federally recognized tribal nation exercising sovereign governmental authority within the boundaries of the Umatilla Indian Reservation (“CTUIR”), acting through the Department of Economic and Community Development (“DECD”) seeks proposals from individuals and/or companies capable of provide materials, supplies, construction, and installation services for the Tribal Broadband File Sever Room Project (“Project”).

To qualify for consideration a Request for Proposal (“RFP” or “Proposal”) must be received on or before the closing deadline of July 2, 2024, at 2:00 pm via email to brucezimmerman@ctuir.org and adhere to all submittal requirements. All Proposals received by the CTUIR will be reviewed and evaluated using the evaluation criteria and selection process described in Section 3. At the completion of the evaluation process, the CTUIR expects to select a responsive Proposal for contract award and immediately move forward with negotiating and finalizing one or more Agreements.

This Request for Proposal (“RFP”) complies with the requirements for an open and competitive process pursuant to the CTUIR Fiscal Management Polices and applicable Federal procurement regulations.

Section 2. Tribal Broadband File Sever Room Project Scope of Work

2.1 - Project Overview

The Scope of Work for this Project includes the final design concept, procurement of material and supplies, installation and construction services, including coordinating with CTUIR staff assigned to work on the Tribal Broadband Project and other subcontractors and equipment vendors.

This Project is subject to the CTUIR Tribal Employment Rights Office (TERO) Code;¹ thus, a successful Respondent will need to execute a TERO Compliance Agreement with the CTUIR TERO. The CTUIR will assist a successful Respondent with negotiating and finalizing a TERO Compliance Agreement² for this Project, and the CTUIR will as part of any Agreement or Agreements agree to be responsible for payment of any associated TERO fees and/or taxes and reimbursement of any associated TERO labor costs. A successful Respondent must agree to be responsible for complying with any hiring goals and/or preferences required by a final TERO Compliance Agreement.

2.2 – Design, Assemblage, Installation, and Construction Phases

Phase 1:

- Design Project to ensure constructability, cost effectiveness and suitability, and develop and provide Project cost estimates. Utilize provided drawings with the understanding that some design elements may change or be altered to suit the build-out.
- Coordinate Project permitting process with the CTUIR to ensure all requirement permits are secured before any installation or construction is started.

¹ The CTUIR TERO Code is available for download at <https://ctuir.org/media/3pnagdx/terocode-thruresno17-053-7-17-2017.pdf>

² A sample form of TERO Compliance Agreement can be downloaded here: <https://ctuir.org/media/xpbnkykm/compliance-agreement-revised-10-21-db.pdf>

- Coordinate with CTUIR on the overall cable management routing and layout plan design.
- Coordinate with CTUIR on the cable management and routing for fiber optic backbone entrance cable, to be installed in rack S-1.
- Provide materials and labor for internal local area network (LAN) fiber backbones from cabinet S-1 to remaining 13 cabinets (L-2 thru L-7/ R-1 thru R-7). (12 fiber strands per cabinet).
- Labor and materials for ladder. Some minor changes may occur to the architectural ladder design to connect ladder to North wall of rack room.
- Installation of the Squire D / LH-36400 Circuit Breaker, LH, I-Line, 400A, 3 Pole, 600 VAC, Thermal magnetic disconnect serving the UPS.
- UPS 400Amp clean panel to located in the battery room North wall. Exact location TBD.
- Installation of the APC UPS Galaxy 75KV 208V system.
 - Rack Room dirty Sub Panel, 120V/ 100A. Exact location TBD on South wall. Install this sub panel in the rack room, verses running the conduit back to the battery room. Feeder coming from existing 400 AMP dirty panel in Adjacent Battery Room.
 - Feed new lights from sub-panel in Rack Room.
 - Rough in outlets per power and signal plan, in Rack and Battery rooms
 - Outlet elevation to match existing outlets in room.
 - All high and low voltage outlets surface mounted. All high voltage outlets piped to panels, and all low voltage outlets piped to accessible cable tray.
 - Rough in low voltage outlets using deep 4S box with single gang Mud-Ring, with ¾" or 1" EMT.
 - Rough in low voltage outlets using Comscope CS37 CMP White wire, terminating with Comscope SL RJ-45 jacks and SL patch panels into rack S-1. Trim out to match existing bezel colors with Comscope 4 port angled faceplate, at existing outlet elevation.
- Wall Penetration separating Rack and Battery room. Per architectural drawings.
- 10 Camera stations pre-wire and terminate. Install camera mounts and cameras.
- Relocate Rack Room West wall light switch, to RH side of door.
- Bypass occupancy sensors to revert to 100% switched lighting.
- Temp rack S-1 power from dirty power panel board. L5-30R receptacle.

Phase II:

- Remove existing Rack Room lighting, coordinate this work with ceiling grid vendor. Rack Room will be without lighting approximately one week during this phase of construction.

Phase III:

- Right after installation of the steel grid, install new lighting.
- APC UPS rough in, assuming cabinets are in by then, schedule accordingly.
- Coordinate the APC UPS final configuration with LDP Associates.

Phase IV:

- Manage Project closeout process to insure timely and acceptable completion of punch-lists, as-built drawings, O & M manuals, occupancy permits and final payment releases
- Maintain and provide to the CTUIR files of all pertinent correspondence and documentation on Project closeout and final payment
- Facilitate timely response to issues throughout the warranty phase

- Electrical Contractor to provide As-built drawings pertaining to their scope of work. Document any changes to Pivot’s architectural print to reflect alterations to original design.

Section 3. Procurement Administration

3.1 RFP Timeline

All proposals in response to this RFP are due no later than 2:00 p.m. PST July 2, 2024.

Evaluation of proposals will be completed by July 3, 2024. If additional information or discussions are needed with any bidders during this period, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than July 10, 2024.

Upon notification, the contract negotiation with the winning bidder will begin immediately. Contract negotiations will be completed by July 24, 2024.

Notifications to bidders who were not selected will be completed by July 31, 2024.

Project Timeline:

Project must be started by August 1st thru 9th, 2024.

Project must be completed by September 30, 2024.

Final Project closeout is December 31, 2024.

3.2 - RFP Bidder Qualifications

Bidders should provide the following items as part of their proposal for consideration:

- Description of experience, and successful completion of past projects, especially those involving:
 - Installation of an APC UPS Galaxy 75kV 208V system, or Equivalent.
 - Installation of APC NetShelter cabinets and racks, or Equivalent.
 - Installation of a cable management ladder system (Chatsworth preferred)
- List of how many full-time, part-time, and contractor staff in your organization
- Anticipated resources you will assign to this project (total number, role, title, experience)
- Project management methodology
- References

3.4 – RFP EVALUATION CRITERIA

The CTUIR will evaluate all proposals based on the following criteria. Any proposal must be submitted via email as a PDF file attachment.

- Scheduling and time availability (20 points): Project start date with all work to be completed by September 30, 2024.
- Previous experience and work (20 points): Provide recent experience on similar file sever or data center room construction and installation projects, clearly noting work performed and must

provide three references and contact personnel including telephone number and email addresses.

- Staffing plan (5 points): Provide a detailed and specific discussion of your firm's proposed staffing plan. Include an organizational chart, description of staff roles, resume and other relevant information. Describe your plan to effectively provide services on several concurrent projects.
- Value and cost (50 points): Provide a detailed breakdown of your proposed fee, clearly stating any items not covered by your fee. State whether your proposed fee is a lump sum or not-to-exceed amount. Also, must provide certification of general liability insurance, worker's compensation insurance, auto insurance, and construction bonding insurance if required for the Project.
- Indian Preference and TERO Certification (5 points): Provide documentation to confirm your firm is at least 51% Native-owned or that your firm is certified as Native-owned by the CTUIR TERO program.

This RFP represents the requirements for an open and competitive process. Proposals will be accepted until 2:00 p.m. (Pacific Standard Time) on July 2, 2024. Any proposals received after this date and time will not be considered and are to be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Costs included in the proposals must be all-inclusive to include any contracted work. Any proposals which call for contracting work must include a name and description of the organization(s) being contracted.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this Project. All contractual terms and conditions will be included in a Professional Service Agreement (template attached) subject to review by the CTUIR Legal and Finance Departments and will include scope, budget, schedule, and other necessary items pertaining to the Project.

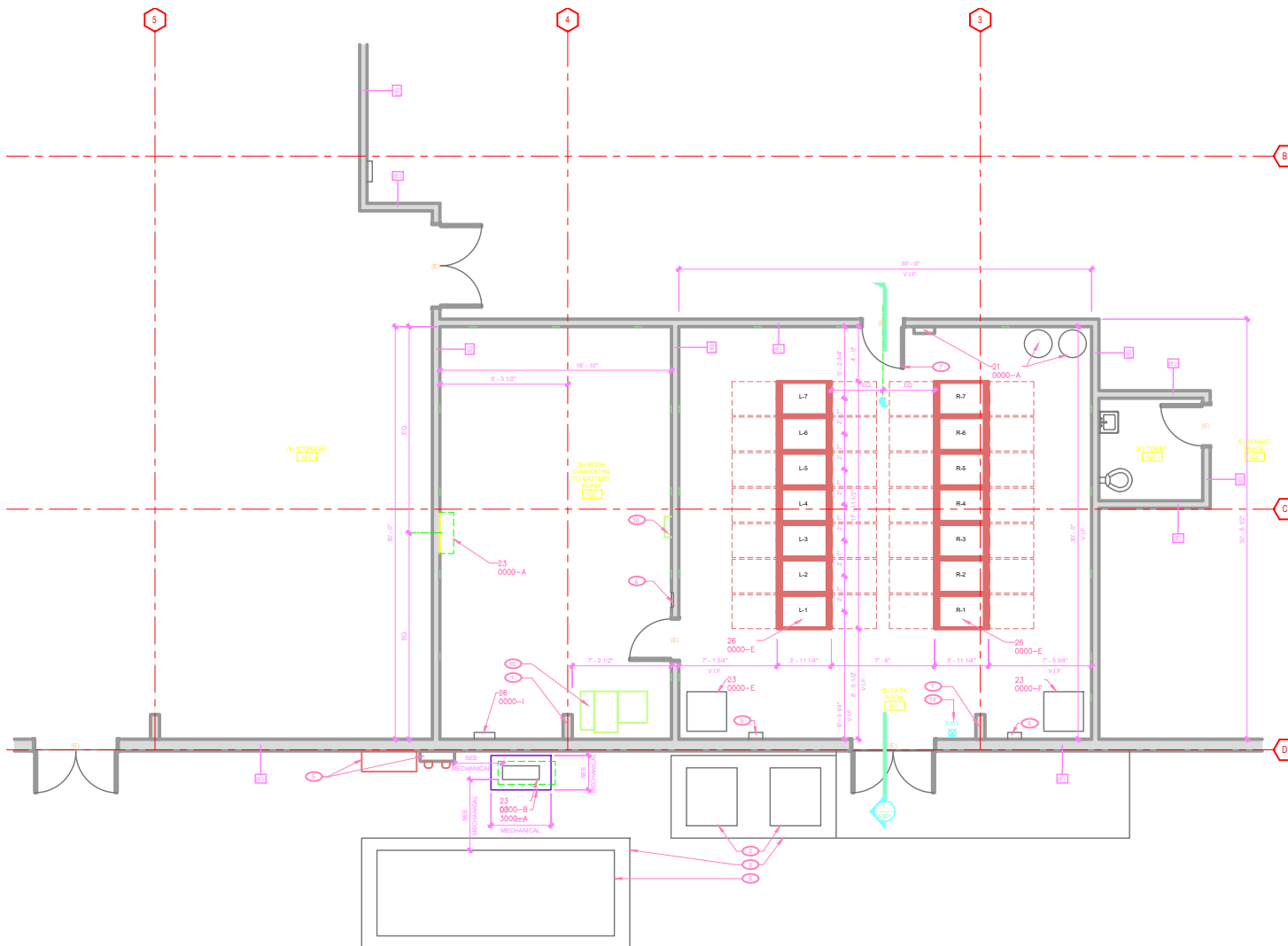
If you have any questions regarding the Scope of Work or requirements in this RFP, contact Bruce Zimmerman in the CTUIR Department of Economic and Community Development via email at brucezimmerman@ctuir.org

Each bidder must submit an electronic copy of their proposal to this RFP as a PFD file attachment by 2:00 p.m. PST on July 2, 2024, to the following email addresses:

**brucezimmerman@ctuir.org
billtovey@ctuir.org**

Attachments:

1. Professional Services Agreement (Draft)
2. Drawings



1 FIRST FLOOR PLAN
1/4" = 1'-0"

GENERAL NOTES - FLOOR PLANS

- A. DIMENSIONS SHOWN ARE TO THE FACE OF STUD, CONCRETE OR MASONRY UNLESS OTHERWISE NOTED. CONTACT THE ARCHITECT FOR ANY ADDITIONAL DIMENSIONS REQUIRED TO LAY OUT THE WORK.
- B. MASONRY DIMENSIONS ARE THE ACTUAL MASONRY UNIT SIZES UNLESS OTHERWISE NOTED.
- C. REFER TO WALL ASSEMBLY INFORMATION FOR WALL CONSTRUCTION AND THICKNESS.
- D. ALL EXISTING AND NEW WALLS, AND GYP. BD. CEILING IN WORK AREAS TO BE PAINTED.
- E. REPAIR PATCHED SURFACES THAT ARE DAMAGED, LIFTED, DISCOLORED, OR SHOWING OTHER IMPERFECTIONS DUE TO PATCHING WORK. IF DEFECTS ARE DUE TO CONDITION OF SUBSTRATE, REPAIR SUBSTRATE PRIOR TO REPAIRING FINISH.
- F. WHERE (E) FLOOR IS TO REMAIN, PROTECT FROM DAMAGE. PATCH AND REPAIR ANY HOLES IN CONCRETE SLAB CAUSED BY DEMOLITION OF EXISTING WALLS, (I.E. WALL ANCHORS).
- G. PATCH AND REPAIR ANY WALL AND CEILING LOCATIONS WHERE EXISTING ELECTRICAL AND VOICEDATA OUTLET, JUNCTION BOXES, AND SIMILAR WALL MOUNTED ITEMS ARE REMOVED OR ABANDONED WITHIN THE WORK AREA.
- H. PATCH AND REPAIR WALL AND CEILING SURFACES WHERE MODULAR SYSTEMS FURNITURE WAS REMOVED BY SEPARATE CONTRACTOR.
- I. PATCH AND REPAIR ANY WALL LOCATIONS WHERE EXISTING WALL COVERING HAS BEEN REMOVED WITHIN THE WORK AREA.
- J. PATCH AND REPAIR ANY WALL LOCATIONS WHERE EXISTING WALL BASE HAS BEEN REMOVED WITHIN THE WORK AREA.
- K. PATCH AND REPAIR ANY WALL LOCATIONS WHERE EXISTING EQUIPMENT ACCESSORIES, HARDWARE OR OTHER SURFACE MOUNTED ELEMENTS HAVE BEEN REMOVED WITHIN THE WORK AREA.
- L. VERIFY LOCATION OF PHOTO CARD READERS, AUTOMATIC DOOR OPENERS AND WIRELESS ACTUATORS WITH ARCHITECT DURING ROUGH-IN PHASE OF THE WORK.
- M. ALL FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS AND SMOKE BARRIERS MUST HAVE THE FOLLOWING NOTE: STENCIL OR PAINT IN 3" LETTERS ON EACH SIDE OF FIRE/SMOKE BARRIER AT EACH FLOOR-FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS!

SPECIFICATION NOTES

- 20.000-A 2" CONCRETE PAD, THICKENED SLAB EDGE
- 21.000-A (E) FIRE SUPPRESSION SYSTEM, MODIFIED BY VALLEY FIRE (E) LEMAY FIRE/ALARM, AS PER IFC DRAWINGS AND FLOW VALUES PROVIDED BY THIS VENDOR PER CONTRACT. SIZE AND LOCATION TO BE VERIFIED ON SITE
- 23.000-A DRAIN ROUGH-IN HANG BRUT SYSTEM, INST. ALL EVAPORATOR INCLUDING HEIGHT A.F.F. (E) PER DRAIN INSTALLATION INSTRUCTIONS. SEE INSTALLATION INSTRUCTIONS PER HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23.000-B AC COOLING UNIT, EXTERIOR CONDENSER, MAINTAIN 42" MIN. CLEARANCE TO ELECTRICAL EQUIPMENT. SIZE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING ROOM/PANEL BOARD
- 23.000-C (E) LEBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # COLDSR01, TO REMAIN, TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23.000-D (E) LEBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # COLDSR01, TO REMAIN, TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 26.000-E DATA RACK 88 PW / 26 SW / 47 3" D. MOUNT CABINET TO FLOOR WITH APC FLOOR BRACKETS AND/TO-2 BRACKETS, FRONT AND REAR
- 26.000-F (E) 10BAMP PANEL BOARD BATTERY ROOM. ALL DIRTY POWER BRANCH CIRCUITS FROM THIS PANEL

KEYNOTES

- 1 (E) STRUCTURAL COLUMN, TYP.
- 2 (E) MECHANICAL EQUIPMENT TO REMAIN
- 3 (E) CONCRETE PAD TO REMAIN
- 4 (E) ELECTRICAL EQUIPMENT TO REMAIN, SIZE AND LOCATION TO BE VERIFIED ON SITE
- 5 (E) MECHANICAL EQUIPMENT TO REMAIN, VERIFY EXACT LOCATION FOR REQUIRED CLEARANCES
- 6 (E) MECHANICAL EQUIPMENT TO REMAIN, VERIFY EXACT LOCATION FOR REQUIRED CLEARANCES
- 7 (E) METAL ADJUSTABLE HINGE PIN DOOR STOP ON BOTH TOP AND BOTTOM HINGE OF (E) DOOR SUITABLE FOR COMMERCIAL APPLICATION. STOP SHALL REST DOOR HINGE TO 90 DEGREE OPENING. BASIS OF DESIGN SHALL BE ROCKWOOD 500 HEAVY DUTY HINGE PIN STOP. CONFIRM COMPATIBILITY WITH EXISTING DOOR HINGES
- 8 (E) ELECTRICAL EQUIPMENT, SEE ELECTRICAL DRAWINGS
- 9 RELOCATE (E) EXIST SIGN BELOW SUSPENDED CEILING

WALL FILL PATTERNS:

- EXISTING WALL ASSEMBLY
- NON FIRE-RATED WALL ASSEMBLY
- 1-HOUR FIRE-RATED WALL
- 2-HOUR FIRE-RATED WALL

PRELIMINARY
NOT FOR
CONSTRUCTION

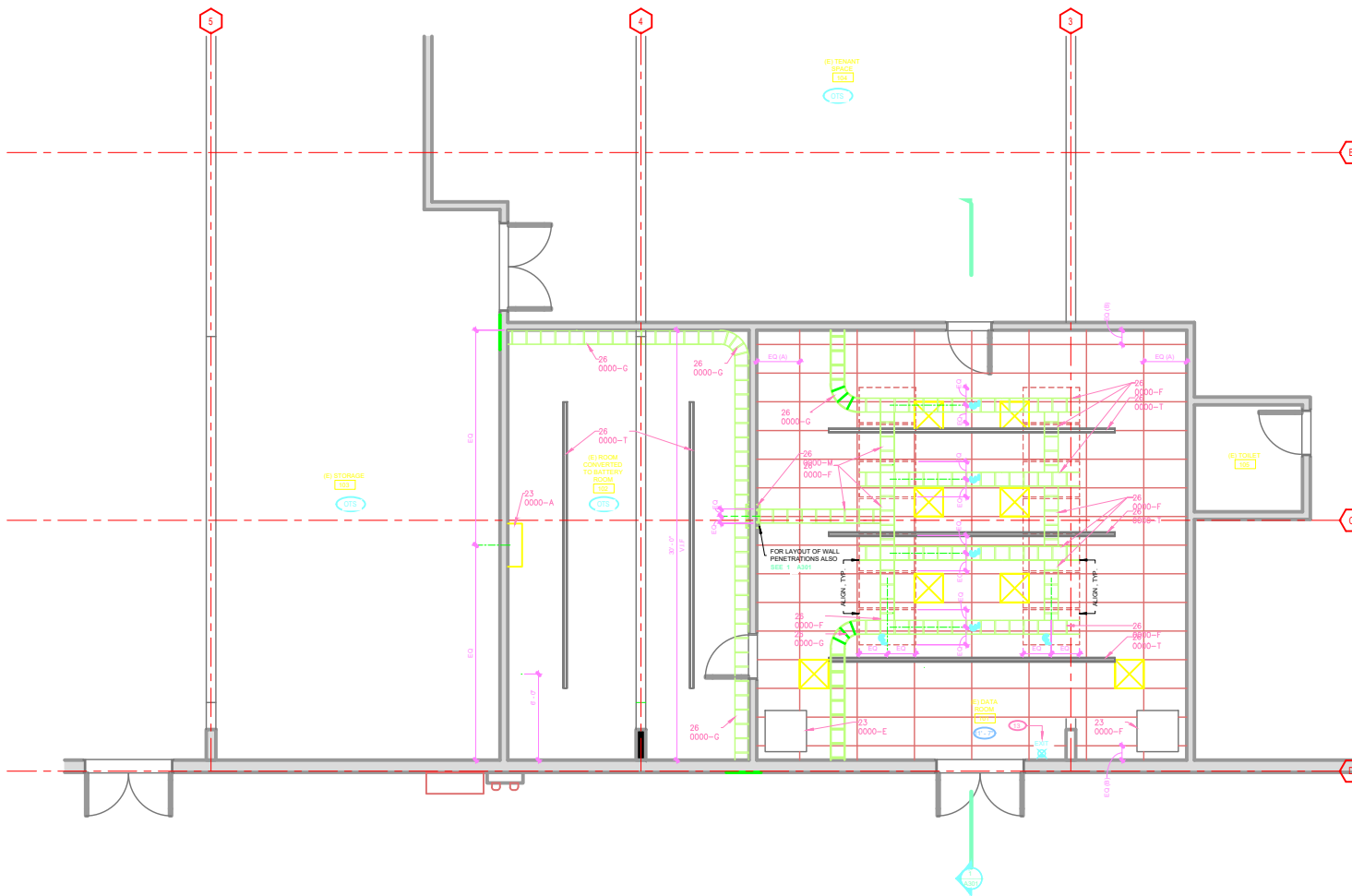
100% CD
CTUIR PREPAREDNESS BUILDING

SHEET TITLE
FIRST FLOOR PLAN

REVISIONS	#	DESCRIP.	DATE
	REV 1	DATE 1	

ISSUE DATE: 02.22.2023

A101



GENERAL NOTES - REFLECTED CEILING..

- A. SEE MECHANICAL & ELECTRICAL DRAWINGS FOR ADDITIONAL CEILING INFORMATION
- B. ALL CEILING HEIGHTS SHOWN ARE FROM FINISHED FLOOR UNLESS NOTED OTHERWISE
- C. ALL DIMENSIONS FROM FACE OF STUD OR MASONRY WALL UNLESS NOTED OTHERWISE
- D. SLOPED CEILING SURFACES SHOWN IN PLAN VIEW WILL APPEAR LESS THAN TRUE LENGTH. SEE SECTIONS AND DETAILS FOR ACTUAL DIMENSIONS
- E. CEILING CONTRACTOR TO PROVIDE SEISMIC BRACING OF ACOUSTIC CEILING PER DSSC

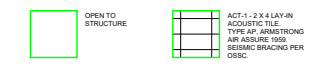
SPECIFICATION NOTES

- 23 0000-A DRAIN INDOOR HVAC SPLIT SYSTEM. INSTALL EVAPORATOR INCLUDING HEIGHT A.F.F. (PER DRAIN INSTALLATION INSTRUCTIONS. SIZE BRANCH CIRCUIT PER HVAC INSTALLATION
- 23 0000-B (E) JELBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # YOUS8001 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23 0000-F (E) JELBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # YOUS8001 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 26 0000-F CHARWORTH 12" WIDE DUAL RACK CABLE LADDER RUNWAY STACKED ON TOP OF EACH OTHER. SUSPENDED FROM STRUCTURE BY ALL THREAD RISE. BOTTOM OF LADDER APPROX. 7'-0" A.F.F.
- 26 0000-G CHARWORTH 12" CABLE LADDER RUNWAY. LADDER SUPPORT WITH 90 DEGREE TRIANGLE BRACKETS. CONTRACTOR TO ADD BRACING OR REMOVE WALL AS REQUIRED. BOTTOM OF LADDER APPROX. 7'-0" A.F.F.
- 26 0000-I 7'-0" DIA. EMT WALL PENETRATIONS
- 26 0000-L (E) PENDANT LIGHT FIXTURE TO REMAIN. SIZE AND LOCATION TO BE VERIFIED ON SITE

KEYNOTES

- 13 RELOCATE (E) EXIT SIGN BELOW SUSPENDED CEILING

CEILING MATERIAL LEGEND



CEILING SYMBOLS



WALL FILL PATTERNS:



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100% CD
 CTUIR PREPAREDNESS BUILDING
 PROJECT # 233306
 LOT E04076 B0476 HP
 LAMAR COUNTY, OR

1 REFLECTED CEILING PLAN - FIRST FLOOR
 1/4" = 1'-0"

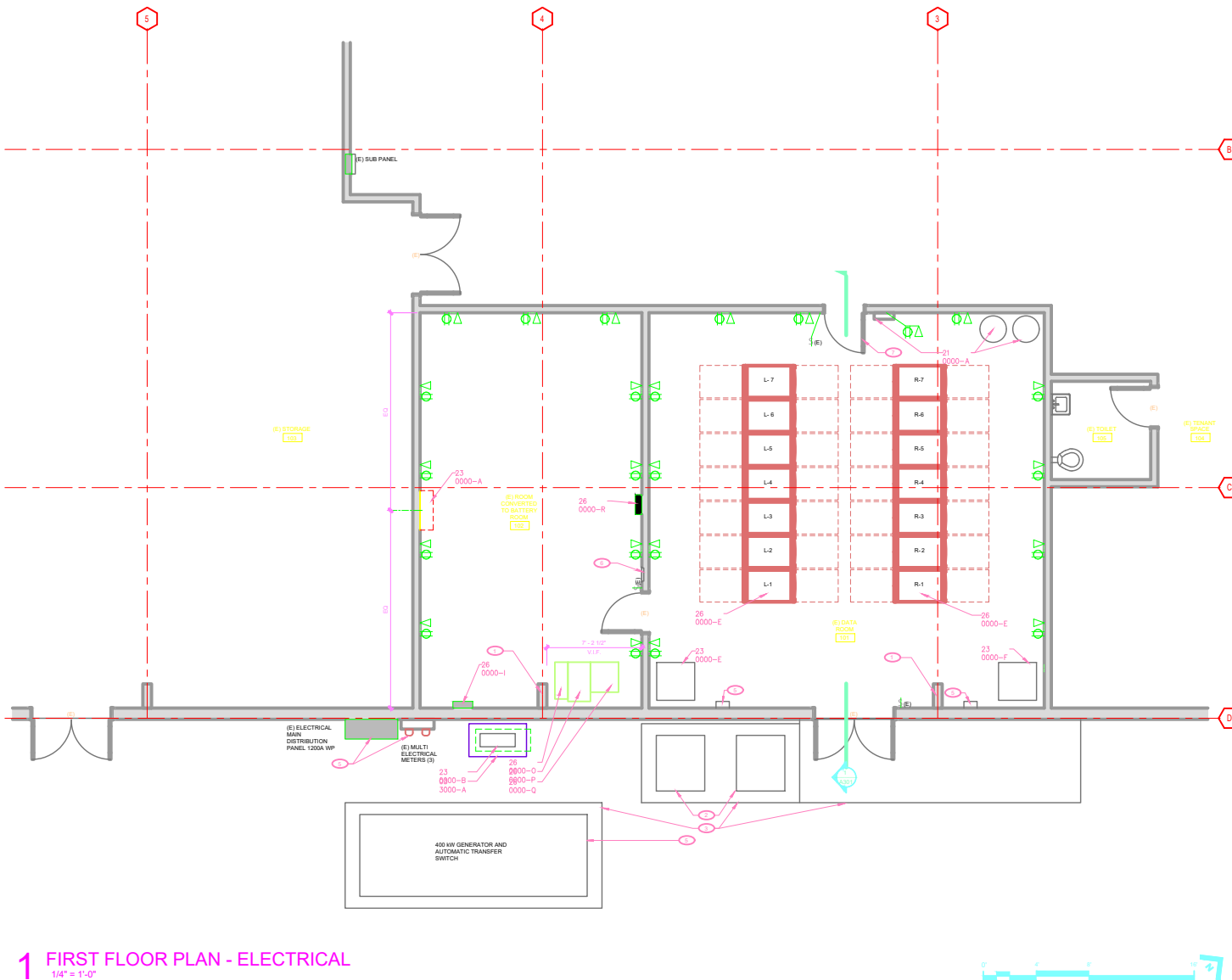


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FIRST FLOOR REFLECTED CEILING PLAN

REVISIONS
 # DESCRP DATE

ISSUE DATE: 12.22.2023

A121



ELECTRICAL LEGEND

- SURFACE MOUNTED RECEPTACLE: DOUBLE DUPLEX (20V/30A +18" OR AS NOTED). ELECTRICAL CONTRACTOR TO DETERMINE SIZE OF THEIR HIGH VOLTAGE CHASES FOR THE SURFACE MOUNTED RECEPTACLES. SURFACE MOUNTED CONDUIT.
- ▽ SURFACE MOUNT LOW VOLTAGE RECEPTACLE: 3 CAT-5 CMP 20AWG, +18" OR AS NOTED. INSTALL 1" DIA EMT FROM RECEPTACLE TO ACCESSIBLE CABLE LADDER. OUTLET TO BE HOUSED IN DEEP 4-S BOX WITH SINGLE GANG MUDRING. INSTALL PLASTIC CHAFFE BUSHINGS ON EMT.
- PANEL BOARD; SURFACE MOUNTED

SPECIFICATION NOTES

- 23 0000-A 6" CONCRETE PAD, THICKENED SLAB EDGE
- 21 0000-A (E) FIRE SUPPRESSION SYSTEM, MODIFIED BY VALLEY FIRE (E) (FIRE PRESSION). AS BUILT, DRAWINGS AND FLOOR VALUES PROVIDED BY THIS VENDOR PER CONTRACT. SIZE AND LOCATION TO BE VERIFIED ON SITE
- 23 0000-A DAMN INDOOR HVAC SPLIT SYSTEM, INSTALL EVAPORATOR (INCLUDING HEIGHT A.F.F.) PER DAMN INSTALLATION INSTRUCTIONS. SIZE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING ROOM/F PANEL BOARD
- 23 0000-B AC COOLING UNIT, EXTERIOR CONDENSER. MAINTAIN 42" MIN. CLEARANCE TO ELECTRICAL EQUIPMENT. SIZE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING ROOM/F PANEL BOARD
- 23 0000-C (E) LEIBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # (COLLUSION) TO REMAIN, TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23 0000-F (E) LEIBERT FLOOR MOUNTED AIR-CONDITIONER, MODEL # (COLLUSION) TO REMAIN, TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 26 0000-E DATA RACK 88 8" H / 26 5" W / 47 3" D. MOUNT CABINET TO FLOOR WITH APC DESIGN FLOOR SPACE 80701A-3 BRACKETS, FRONT AND REAR
- 26 0000-I (E) BATTERY PACK BOARD BATTERY ROOM. ALL DIRTY POWER BRANCH CIRCUITS FROM THIS PANEL
- 26 0000-L UPS MAINTENANCE BYPASS FOR SPECIFIED UPS
- 26 0000-P APC TR90A UPS WITH MAIN DISC PANEL
- 26 0000-Q APC BATTERY PACK FOR SPECIFIED UPS
- 28 0000-A 100A SUB PANEL, CLEAN POWER FEED FROM UPS

KEYNOTES

- 1 (E) STRUCTURAL COLUMN, TYP.
- 2 (E) MECHANICAL EQUIPMENT TO REMAIN
- 3 (E) CONCRETE PAD TO REMAIN
- 4 (E) ELECTRICAL EQUIPMENT TO REMAIN, SIZE AND LOCATION TO BE VERIFIED ON SITE
- 5 (E) MECHANICAL EQUIPMENT TO REMAIN, VERIFY EXACT LOCATION FOR REQUIRED CLEARANCES
- 6 INSTALL ADJUSTABLE HINGE PIN DOOR STOP ON BOTH TOP AND BOTTOM HINGE OR (E) DOOR SETBACK FOR COMMERCIAL APPLICATION. STOP SHALL LIMIT DOOR BRING TO 60 DEGREE OPENING. BASE OF STOP SHALL BE ROCKWOOD 120 HEAVY DUTY HINGE PIN STOP. CONFIRM COMPATIBILITY WITH EXISTING DOOR HINGES

PRELIMINARY
NOT FOR
CONSTRUCTION

100% CD
 CTUIR PREPAREDNESS BUILDING
 PROJECT # 2021.02
 LOT E02070E 8027H 01P
 WAMLA COUNTY, OR

SHEET TITLE
ELECTRICAL FLOOR PLAN

REVISIONS
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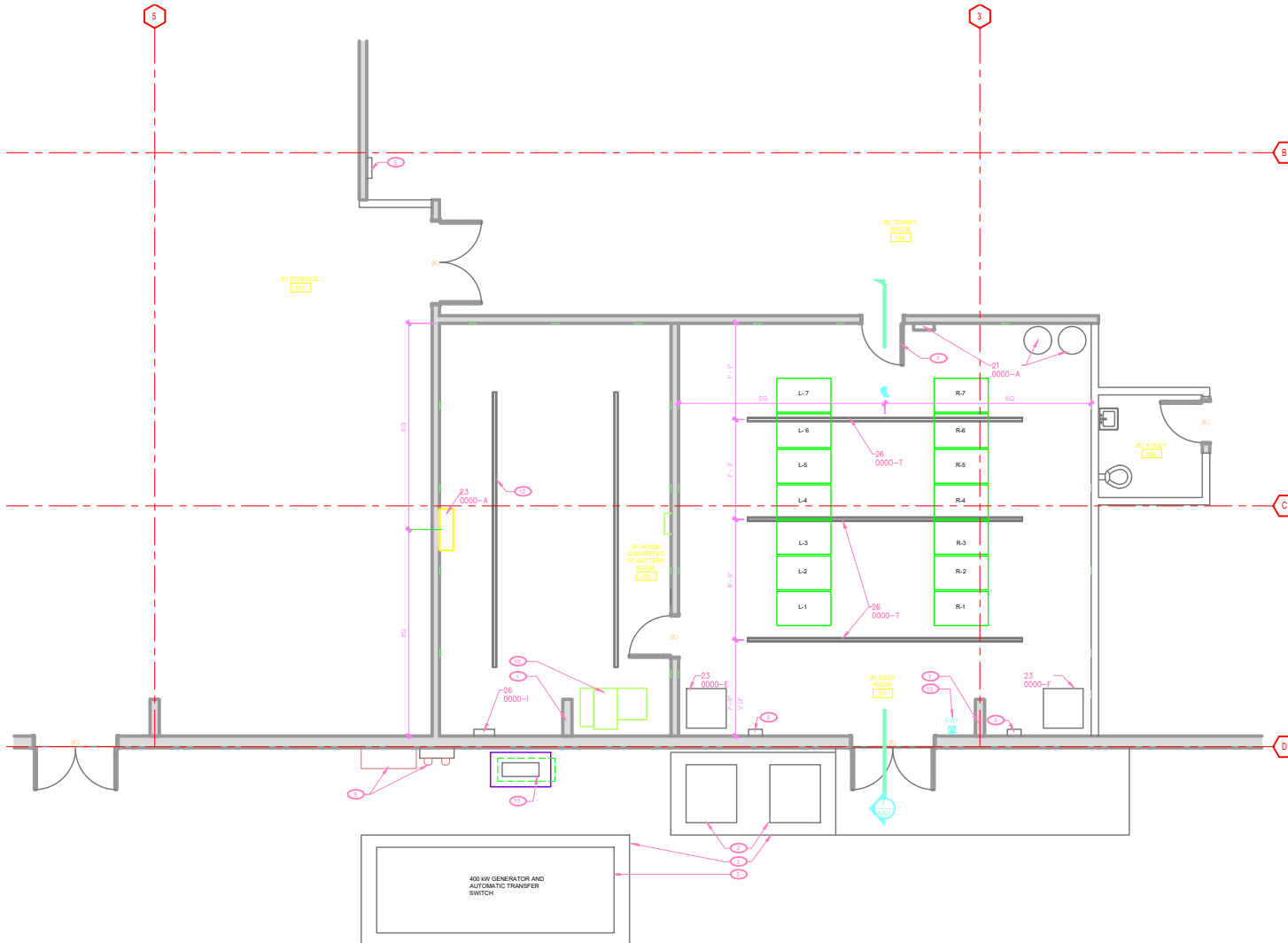
ISSUE DATE: 02.22.2023

E101

1 FIRST FLOOR PLAN - ELECTRICAL
1/4" = 1'-0"



PRELIMINARY
NOT FOR
CONSTRUCTION



SPECIFICATION NOTES

- 21 0000-A (E) FIRE SUPPRESSION SYSTEM, MODIFIED BY VALLEY FIRE GALLERY GREGORY, AS BUILT'S, DRAWINGS, AND FLOW VALUES PROVIDED BY THIS VENDOR PER CONTRACT. SIZE AND LOCATION TO BE VERIFIED ON SITE.
- 23 0000-A (E) DAMN INDOOR HVAC SPLIT SYSTEM. INSTALL EXHAUSTOR (INCLUDING HEIGHT A.F.F.) PER DAMN INSTALLATION INSTRUCTIONS. SIZE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING 40AMP PANEL BOARD.
- 23 0000-E (E) ELIESTER FLOOR MOUNTED AIR-CONDITIONER, MODEL # VZ058001 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE.
- 23 0000-F (E) ELIESTER FLOOR MOUNTED AIR-CONDITIONER, MODEL # VZ058002 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE.
- 26 0000-A (E) 40AMP PANEL BOARD BATTERY ROOM. ALL DIRTY POWER BRANCH CIRCUITS FROM THIS PANEL.
- 26 0000-T (E) PENDANT LIGHT FIXTURE TO REMAIN. SIZE AND LOCATION TO BE VERIFIED ON SITE.

KEYNOTES

- 1 (E) STRUCTURAL COLUMN, TYP.
- 2 (E) MECHANICAL EQUIPMENT TO REMAIN.
- 3 (E) CONCRETE PAD TO REMAIN.
- 4 (E) ELECTRICAL EQUIPMENT TO REMAIN. SIZE AND LOCATION TO BE VERIFIED ON SITE.
- 5 (E) INSTALL ADJUSTABLE HINGE PIN DOOR STOP ON BOTH TOP AND BOTTOM HINGE OF (E) DOOR SUITABLE FOR COMMERCIAL APPLICATION. STOP SHALL LIMIT DOOR SWING TO 90 DEGREE OPENING. BASIS OF DESIGN SHALL BE ROOMWOOD 520 HEAVY DUTY HINGE PIN STOP. CONFIRM COMPATIBILITY WITH EXISTING DOOR HINGES.
- 10 (E) ELECTRICAL EQUIPMENT. SEE ELECTRICAL DRAWINGS.
- 11 (E) MECHANICAL EQUIPMENT. SEE MECHANICAL DRAWINGS.
- 12 (E) LIGHT FIXTURES. VERIFY SIZE AND LOCATION ON SITE.
- 13 (E) RELOCATE (E) EXIT SIGN BELOW SUSPENDED CEILING.

LIGHTING PLAN LEGEND

- PENDANT LIGHT FIXTURE, LINEAR
- EXIT SIGN

WALL FILL PATTERNS:

- EXISTING WALL ASSEMBLY
- NON FIRE-RATED WALL ASSEMBLY
- 1-HOUR FIRE-RATED WALL
- 2-HOUR FIRE-RATED WALL

1 FIRST FLOOR PLAN - LIGHTING
1/4" = 1'-0"



100% CD
CTUIR PREPAREDNESS BUILDING

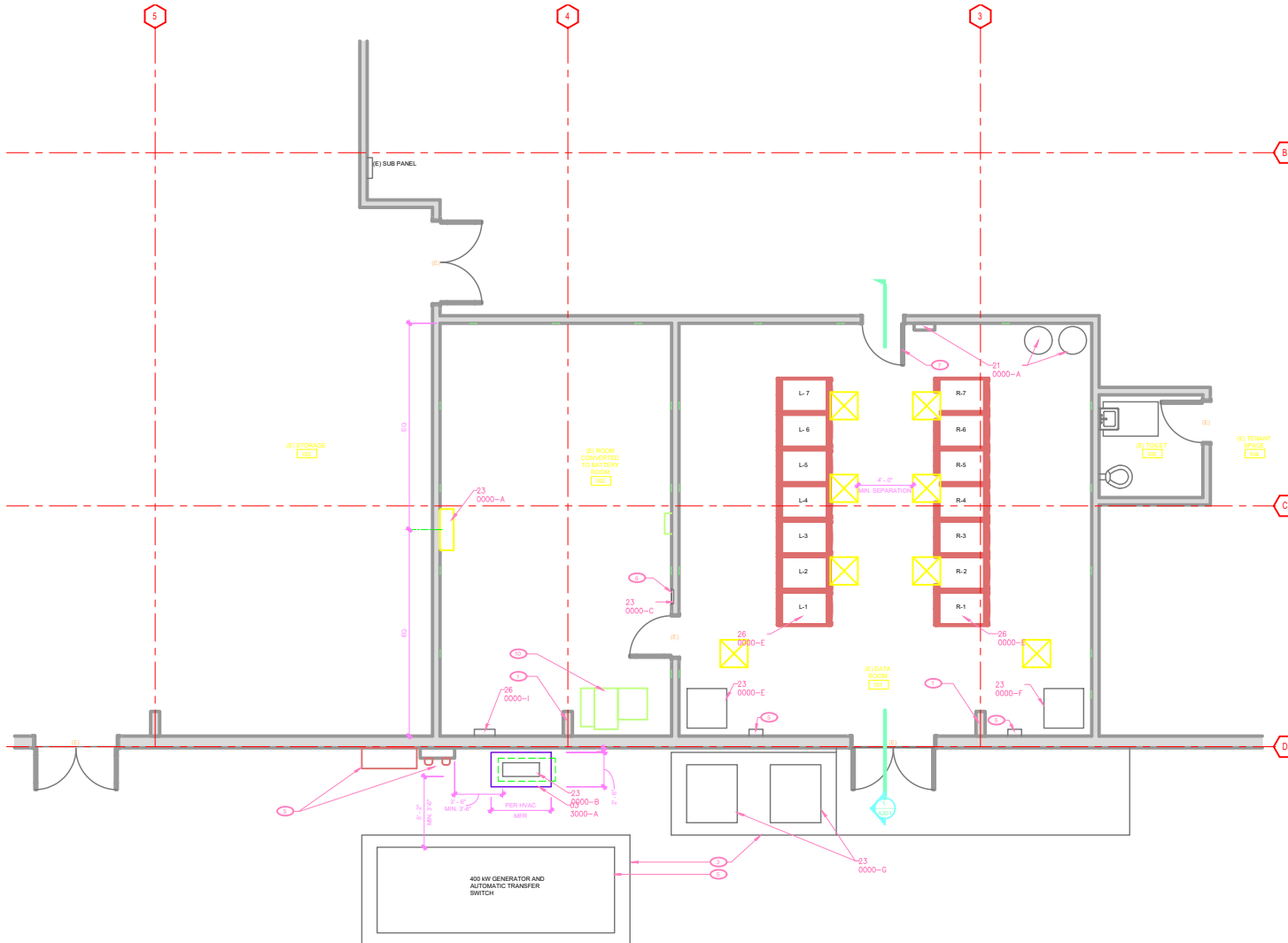
SHEET TITLE:
LIGHTING - FLOOR PLAN

REVISIONS
DESCRIP. DATE

ISSUE DATE: 10.22.2023

E102

PRELIMINARY
NOT FOR
CONSTRUCTION



SPECIFICATION NOTES

- 23 3000-A (E) CONCRETE PAD, THICKENED SLAB EDGE
- 21 0000-A (E) FIRE SUPPRESSION SYSTEM, MODIFIED BY VALLEY FIRE (LAWY FORDSON), AS BUILT, DRAWINGS AND FLOW VALVES PROVIDED BY THIS VENDOR PER CONTRACT. SIZE AND LOCATION TO BE VERIFIED ON SITE
- 23 0000-A (E) DAMN INDOOR HVAC SPLIT SYSTEM, INSTALL EVAPORATOR (INCLUDING HEIGHT A.F.F.) PER DAMN INSTALLATION INSTRUCTIONS. SEE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING ROOM/F PANEL BOARD
- 23 0000-B (E) AC COOLING UNIT, EXTERIOR CONDENSER - MAINTAIN 42" MIN. CLEARANCE TO ELECTRICAL EQUIPMENT. SEE BRANCH CIRCUIT PER HVAC INSTALLATION INSTRUCTIONS. FEED FROM EXISTING ROOM/F PANEL BOARD
- 23 0000-C (E) SPACE HEATER UNIT
- 23 0000-D (E) ELIHERST FLOOR MOUNTED AIR-CONDITIONER, MODEL # VAL280001 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23 0000-E (E) ELIHERST FLOOR MOUNTED AIR-CONDITIONER, MODEL # VAL280002 TO REMAIN. TO BE TESTED & SERVICED BY HVAC CONTRACTOR. SIZE & LOCATION TO BE VERIFIED ON SITE
- 23 0000-F (E) ELIHERST OUTDOOR HVAC COMPRESSOR DATA RACK 88-EPH - 26.5W 147 3"D. MOUNT CABINET TO FLOOR WITH 8"X 8" SERVIC FLOOR BRACE AN791A-B BRACKETS, FRONT AND REAR
- 26 0000-A (E) AGAMP PANELBOARD BATTERY ROOM. ALL DIRTY POWER BRANCH CIRCUITS FROM THIS PANEL.

KEYNOTES

- 1 (E) STRUCTURAL COLUMN, TYP
- 2 (E) CONCRETE PAD TO REMAIN. SIZE AND LOCATION TO BE VERIFIED ON SITE.
- 3 (E) ELECTRICAL EQUIPMENT TO REMAIN. VERIFY EXACT LOCATION FOR REQUIRED CLEARANCES.
- 4 (E) MECHANICAL EQUIPMENT TO REMAIN. VERIFY EXACT LOCATION FOR REQUIRED CLEARANCES.
- 5 INSTALL ADJUSTABLE HINGE PIN DOOR STOP ON BOTH TOP AND BOTTOM HINGE OR IS DOOR SUITABLE FOR COMMERCIAL APPLICATION. STOP SHALL LIMIT DOOR SWING TO 10 DEGREE SPRING. HINGE OR DESIGN SHALL BE ROCKWOOD 520 HEAVY DUTY HINGE PIN STOP. CONFIRM COMPATIBILITY WITH EXISTING DOOR HINGES.
- 6 ELECTRICAL EQUIPMENT. SEE ELECTRICAL DRAWINGS

1 FIRST FLOOR PLAN - MECHANICAL
1/4" = 1'-0"

100% CD
CTUIR PREPAREDNESS BUILDING
PROJECT # 230100
LOT ESTATE 807/TH/PP
WAMTLA COUNTY, OR

SHEET TITLE
MECHANICAL FLOOR PLAN

REVISIONS

#	DESCR.	DATE

ISSUE DATE: 10.22.2023

M101



PROFESSIONAL SERVICES AGREEMENT

This professional services agreement is dated as of [insert month, day and year], and is between the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe acting through its [insert department name] (the “CONFEDERATED TRIBES”), and [insert name] (the “CONTRACTOR”).

1. Agreement

1.1 Scope of Work. The CONTRACTOR agrees to perform the services (“Services”) detailed in **Schedule A**.

1.2 Payment. The CONFEDERATED TRIBES agrees to pay the CONTRACTOR in accordance with the terms in **Schedule B**. Payment for Services is limited to a maximum of \$_____.

1.3 Availability of Funds. Another agreement between the CONFEDERATED TRIBES and a third party may authorize and limit this one. Consequently, reimbursement under section 1.2 (Payment) is subject to the availability of funds.

1.4 Term. This agreement commences on the date written above and terminates on [insert month, day and year] unless otherwise terminated earlier.

1.5 Designated Contact. The representative for the CONFEDERATED TRIBES is [insert name]. The representative for the CONTRACTOR is [insert name].

2. Personnel

2.1 Independent Contractor. The CONTRACTOR agrees to employ, at its own expense, all personnel reasonably necessary to perform the Services required by this agreement. These personnel are not employees of the CONFEDERATED TRIBES. The CONTRACTOR shall ensure that all personnel engaged in performing Services are fully qualified to undertake the work in accordance with applicable tribal, state, or federal laws. The CONTRACTOR is an independent contractor. The CONTRACTOR is not an agent or employee of the CONFEDERATED TRIBES. The CONTRACTOR and the CONFEDERATED TRIBES are not engaged in a joint venture or partnership. Neither party can represent or bind the other.

2.2 Subcontractors. The CONTRACTOR shall obtain written approval from the CONFEDERATED TRIBES before hiring a subcontractor.

2.3 TERO. The CONTRACTOR shall comply with the Tribal Employment Rights Office Code and execute a Compliance Agreement.

3. Representations and Warranties

3.1 Professional Work. The CONTRACTOR shall perform Services in a professional, thorough, and skillful manner consistent with their profession’s standards in the Pacific Northwest region.

3.2 Compliance with Laws. The CONTRACTOR shall comply with all applicable tribal, state, local, and federal laws. The CONTRACTOR represents that it has reviewed, and is familiar with, all laws relevant to the performance of Services under this agreement.

3.3 Safety. The CONTRACTOR shall perform all work in a safe manner.

3.4 Broad Protection. All representations and warranties are to be interpreted expansively to afford the broadest protection available to the CONFEDERATED TRIBES.

4. INDEMNIFICATION

4.1 INDEMNIFICATION. THE CONTRACTOR SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CONFEDERATED TRIBES AND ITS OFFICERS, EMPLOYEES, AND AGENTS (THE “INDEMNIFIED PARTIES”) AGAINST ALL LOSSES, LIABILITIES, CLAIMS, DAMAGES, COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (COLLECTIVELY, “CLAIM”) THAT ARE BROUGHT AGAINST THE INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (1) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS RELATED TO THIS AGREEMENT, (2) ANY ACT OR OMISSION BY THE CONTRACTOR THAT CONSTITUTES A NON-TRIVIAL (FROM THE PERSPECTIVE OF A REASONABLE PERSON IN THE POSITION OF THE INDEMNIFIED PARTIES) BREACH OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY MISREPRESENTATION OR BREACH OF WARRANTY, OR (3) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT ARISING FROM DELIVERY, USE, OR PERFORMANCE OF THE SERVICES. THIS DUTY INCLUDES COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ASSUMING THEIR OWN DEFENSE. THE CONTRACTOR’S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (1) THE NEGLIGENT OR INTENTIONAL MISCONDUCT OF AN INDEMNIFIED PARTY, OR (2) THE CONFEDERATED TRIBES’ MODIFICATION OF GOODS WITHOUT THE CONTRACTOR’S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USE OF THOSE GOODS.

4.2 WRITTEN AUTHORIZATION. ANY LEGAL COUNSEL PURPORTING TO REPRESENT THE INTERESTS OF AN INDEMNIFIED PARTY SHALL FIRST OBTAIN WRITTEN AUTHORIZATION FROM THE CONFEDERATED TRIBES' OFFICE OF LEGAL COUNSEL. THE CONFEDERATED TRIBES, THROUGH ITS OFFICE OF LEGAL COUNSEL, MAY ASSUME THE DEFENSE OF AN INDEMNIFIED PARTY AT ANY TIME WHEN IT DETERMINES IN ITS SOLE DISCRETION THAT (1) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (2) COUNSEL'S REPRESENTATION IS INADEQUATE; (3) IMPORTANT TRIBAL INTERESTS ARE AT STAKE; OR (4) IT IS IN THE BEST INTEREST OF AN INDEMNIFIED PARTY.

5. Work Product

5.1 Definition. "**Work Product**" means any work papers, reports, information, drawings, or internal memoranda of any kind, including photographs, and any written or graphic material, or other materials, however produced, prepared by, collected, generated, or created by the CONTRACTOR in connection with its performance of the Services.

5.2 Ownership. The CONFEDERATED TRIBES owns all Work Product.

5.3 Confidential. All Work Product is confidential and the CONTRACTOR shall maintain that confidentiality.

5.4 Authorization. The CONTRACTOR shall not disclose any Work Product without prior written authorization from the CONFEDERATED TRIBES.

5.5 Employees. The CONTRACTOR shall only disclose Work Product to employees when necessary to perform the Services. The CONTRACTOR shall require all employees to maintain the Work Product's confidentiality.

5.6 Return of Work Product. The CONTRACTOR shall promptly deliver all Work Product to the CONFEDERATED TRIBES upon completion of the Services or termination of this agreement.

6. Insurance **[Check the appropriate box]**

6.1 Whether Required. Insurance IS IS NOT required. If unchecked, insurance is required.

6.2 Generally. If insurance is required under this agreement, CONSULTANT shall maintain the following insurance, naming the CONFEDERATED TRIBES as an additional insured:

- (a) Commercial General Liability Insurance in the amount of one million dollars each occurrence and two million dollars aggregate.
- (b) Commercial Automobile Liability Insurance in an 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.
- (c) Worker's Compensation Insurance, Disability Benefits Insurance and any insurance required by applicable law.

6.3 Delivery of Certificates. If insurance is required, the CONTRACTOR shall deliver certificates of insurance showing

the foregoing insurance coverage within 10 days of the start of work.

6.4 No Subrogation. The CONTRACTOR waives all subrogation rights against the CONFEDERATED TRIBES and any of its contractors, subcontractors, agents, officers, employees, or companies.

7. Termination

7.1 For Convenience. Either party may terminate this agreement by giving to the other party 10 days' prior written notice. The notice shall specify the effective date of termination. Termination will not alter payment terms or give rise to any equitable claim for reimbursement.

7.2 Breach of Agreement. The CONFEDERATED TRIBES may immediately terminate this agreement by written notice following a breach by the CONTRACTOR.

8. General Terms

8.1 Choice of Law. The laws of the Confederated Tribes of the Umatilla Indian Reservation govern this agreement.

8.2 Severability. Any provision of this agreement held to be unenforceable will not affect the enforceability of any other provision.

8.3 Terminology. The words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation to". The word "or" is not exclusive. Headings are provided for convenience and do not affect meaning. Any reference to a time of day is to the time in Pendleton, Oregon.

8.4 Notices. Notices must be in writing. Delivery occurs when the other party receives notice through certified mail or a reputable overnight courier. Representative addresses are as follows:

The CONFEDERATED TRIBES:

CTUIR
46411 Timine Way
Pendleton, Oregon 97801
Attention: [staff person's name]
Telephone: (541) 276-3165
Facsimile: (541) 276-3095

The CONTRACTOR:

[CONTRACTOR'S Name]
[ADDRESS]
Attention:
Telephone:
Facsimile:

8.5 Entire Agreement. This agreement supersedes all prior or contemporaneous oral or written agreements between the parties.

8.6 Amendments. No change, amendment or modification of this agreement is valid unless it is in writing and executed by the parties.

8.7 Assignment. This agreement is not assignable by the CONTRACTOR and binds any successor.

8.8 Survival. The requirements of Sections 3, 4 and 5 survive termination of this agreement.

8.9 No General Waiver. The waiver or failure to enforce, insist upon, or comply with any term in this agreement does not constitute a general waiver or relinquishment of that term.

8.10 No Construction Against Drafter. Each party has participated in negotiating and drafting this agreement. If any ambiguity or question of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

8.11 Additional Certifications. The CONTRACTOR shall execute the following certifications, which are attached to this contract: **[Delete this section if no additional certifications need to be completed by the contractor].**

This agreement is signed as of the date stated in the introductory clause and may be executed in counterparts or by facsimile.

**CONFEDERATED TRIBES OF THE
UMATILLA INDIAN RESERVATION**

[INSERT CONTRACTOR'S NAME]

By: _____
John David Tovey, III
Interim-Executive Director

By: _____
[Name, Title]

Attachments:

**Schedule A, Scope of Work
Schedule B, Project Budget**

SCHEDULE A: Scope of Work

Break the Scope of Work into four parts: background, scope, applicable documents, and requirements. When relevant, include a statement identifying any known problems, obstacles, or previously tried ineffective techniques in the background section. Consider identifying industry standards to be followed. If none exist, create a process to assess compliance and the adequacy of deliverables. This can be built into the requirements section.

1. Background.

The background statement sets the project in context. Discuss why the project is needed and how it relates to previous, ongoing, or future projects. If the project is being performed under a separate overarching grant, agreement, or project mention that here.

Example:

1.1 The CONFEDERATED TRIBES is the recipient of a grant from XYZ government agency. The intent of the grant is to provide habitat restoration to XYZ watershed. The CONFEDERATED TRIBES has developed an overall restoration plan which includes noxious weed control along XYZ tributary to be performed by XYZ date. This Agreement is intended to fulfill that aspect of the habitat restoration plan.

2. Scope.

This section briefly describes the purpose of the work and the end results you expect. Be specific about the end result. This is a big picture statement so leave the technical terms and details for the “Requirements” section. Summarize the actions to be performed and the expected results of those actions.

Example:

2.1 The goal of this project is to suppress XYZ noxious weed along XYZ tributary by applying the non-toxic chemical XYZ only to those weeds. The following specific objectives are to be performed:

2.1.1 An on-site survey of the XYZ tributary area to identify the amount of XYZ noxious weed growth within 50 feet of each bank, which shall be used to determine both the amount of chemicals needed and where spraying is to occur. This survey shall be conducted by XYZ date.

- 2.1.2 XYZ chemical shall be applied, but only in those areas where XYZ noxious weed is found being sure to limit damage to the surrounding habitat. Application shall be completed by XYZ date.
- 2.1.3 A report detailing how much chemical was used and where it was applied shall be delivered to CONFEDERATED TRIBES by XYZ date for use by CONFEDERATED TRIBES in its compliance report to XYZ agency under the XYZ grant.

3. Applicable Documents.

You may not need an “Applicable Documents” section. However, if the scope of work involves use of, or reference to, outside documents, list them here. Identify each document with relative precision, including relevant subsections. Remember to make adherence to the documents mandatory in the “Requirements” section.

Example:

- 3.1 Tribal Documents. The following Tribal documents are hereby incorporated into this agreement and contractor acknowledges receipt thereof:
 - 3.1.1 The Environmental Health and Safety Code of the Confederated Tribes of the Umatilla Indian Reservation, including but not limited to, Chapter 6 (On-Site Sewage Disposal), Chapter 7 (Solid Waste Management), and Chapter 17 (Safety).
 - 3.1.2 The Tribal Employment Rights Office Code of the Confederated Tribes of the Umatilla Indian Reservation, including but not limited to, Chapter 3, Section B (Compliance Agreement), and Section G (Contractors and Subcontractors).
- 3.2 Federal Documents. The following Federal documents are hereby incorporated into this agreement and contractor acknowledges receipt thereof:
 - 3.2.1 Agreement Between the Confederated Tribes of the Umatilla Indian Reservation and the Bonneville Power Administration, Contract # XYZ, dated XYZ.
- 3.3 State Documents. The following State of Oregon documents are hereby incorporated into this agreement and contractor acknowledges receipt thereof:

3.3.1 2007 Multnomah County Road Design and Construction Standards.

4. Requirements.

This is the heart of your statement of work. Here you tell the contractor exactly what you expect of them. Use any format you prefer, so long as it is clear, precise, and gives a comprehensive description of the work to be performed. This will take time to develop. Review and incorporate relevant provisions of any Request for Proposals that may have been issued for the project, along with the contractor's response to the request. Remember, the attorney reviewing this contract is not likely to have the special technical knowledge needed to ensure the description given in this section is sufficient to accomplish the goals of the project and the interests of the Confederated Tribes.

Indicate the minimum requirements that a particular item, service, or material must meet to be acceptable. This is to ensure the goods or services provided are suitable for their intended purpose. Make the requirements reasonable and within applicable industry standards. If no industry standards apply, consider detailing a process whereby the Confederated Tribes review the work for suitability at various intervals or stages of the project.

Address the specific tasks to be performed by the contractor and the time frame in which to accomplish them. Do not assume the contractor already knows what you want. Be precise and comprehensive when describing the tasks. Consider listing the steps and actions the contractor must take to achieve a particular task, but don't micromanage the work through the descriptive requirements.

Make certain the end product is clearly identified including the time frame by which it is to be produced. Describe what the Confederated Tribes is going to use the end product for.

Example:

4.1 Nuisance Weed Identification and Treatment Methods.

- 4.1.1 Contractor shall apply herbicides to all weeds listed on the 'A List' of XYZ document for both Oregon and Washington. Also included are those weeds listed on Washington's 'B List' for plants in Walla Walla County, Washington that are referenced as in '...need of control' in XYZ document.
- 4.1.2 The area in which Contractor is to apply herbicides is XYZ, and is further documented in red on the attached aerial map.
- 4.1.3 Contractor shall treat relevant weeds with the appropriate herbicide at the appropriate application rates deemed most effective in accordance with

those treatments. Appropriate herbicides and application rates are listed in document ABC.

4.1.4 If the Contractor identifies problem areas of weed species that are not common to the area, the Contractor shall detail specific locations of the occurrence in a written report for future management decisions by the Confederated Tribes.

4.1.5 All work under this Agreement, including all reporting requirements, shall be completed by XYZ date.

4.2 Herbicide Application and Methods.

4.2.1 Contractor shall apply all herbicides in accordance with Oregon Revised Statute (ORS) 570.505, Washington's applicable statutes, and the federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and implementing regulations.

4.2.2 The Confederated Tribes will coordinate all pertinent access along with State and Federal clearances and permits.

4.2.3 Contractor will provide all necessary equipment to carry out the objectives of the Agreement including, but not limited to, a tractor and boom, backpack sprayer, ATV mounted sprayer, and wicking applicators.

4.3 Documentation.

4.3.1 Contractor shall provide documentation detailing application methods, chemicals, active ingredients, adjuvants used and other parameters such as volumes of all liquids included on the XYZ form. All documentation must be sufficient to comply with the requirements of XYZ grant and ABC implementation plan.

4.3.2 An XYZ form shall serve as the Contractor's project report. The Contractor will be provided with an electronic version of the XYZ form in Microsoft Word format.

4.3.3 Contractor shall be required to edit, modify, or otherwise correct any information in their final report that the Confederated Tribes deems insufficient to carrying out the objectives of this Agreement.

COMPLETE SCOPE OF WORK EXAMPLE:

1. Background

1.1 This work is being conducted under a contractual agreement with the Bonneville Power Administration, contract number 32047. That contract relates to enhancement of the Umatilla anadromous fish habitat. All conditions contained in that agreement apply to this project. The Contractor will be provided with a copy of contract 32047 upon request.

2. Scope

2.1 CONTRACTOR shall drill two wells on the B & G Resources property adjacent to the Umatilla River near RM 38, west of Pendleton, Oregon, near Yoakum. The location of the well is as follows and is shown on the attached drilling area map: Umatilla County Tax Lot 5400, Township 2N, Range 31E, Section 7.

2.2 The purpose of this effort is to provide water for livestock outside of the fenced riparian zone which is enrolled in the U.S. Department of Agriculture's CREP program. The TRIBES and CONTRACTOR have authorization to access the private-owned property to perform habitat restoration measures, including the drilling of a well under this Agreement.

3. Applicable Documents

3.1 NRCS Water Well Standard, Code 642.

4. Requirements

4.1 CONTRACTOR shall drill a well in the flood plain on each side of the Umatilla River in the location indicated above. The exact location of each well will be in the vicinity of the area shown on the attached map(s), but the location must ultimately be approved by the landowner and TRIBES before drilling.

4.2 The well shall be capable of at least 3 gallons of water per minute (GPM), using 6" casing to be capped upon conclusion.

4.3 Drilled, dug, driven, bored, or jetted wells must comply with the NRCS Water Well Standard, Code 642, and applicable law/regulations administered by the Oregon Water Resources Department(OWRD).

4.4 This work shall be completed by January 31, 2008. Since this work is being performed in accordance with funding under BPA contract 32047, time is of the essence.

SCHEDULE B: Project Budget

I. PAYMENT TERMS. *[Detail the terms of reimbursement here.]*

For Example:

The CONFEDERATED TRIBES shall reimburse the CONTRACTOR according to the following terms, **which amount is limited to a maximum of \$4000.**

Item/Activity	Hours	\$/Hour	Amount
<i>Site Inspection</i>	10	\$35	\$350
<i>Maps and Reports</i>	60	\$50	\$3000
<i>Supplies/Materials</i>			\$450
<i>Presentation to Staff</i>	5	\$40	\$200
Total Contractor Budget:			\$4000

II. PAYMENT PROCEDURES.

- A. CONTRACTOR shall submit invoices for reimbursement of work performed on a monthly basis to:

CTUIR _____
ATTN: _____
46411 Timine Way
PENDLETON, OR 97801

- B. Invoices must conspicuously indicate they are for cost center: _____.
- C. Invoices must be complete and accurate to qualify for reimbursement.
- D. CONTRACTOR shall submit a progress report with each invoice. The progress report must include a summary of results or activities for each task identified in the Scope of Work and any major problems encountered in accomplishing those tasks.
- E. Final invoices must be submitted by *[insert final date of invoice.]*
- F. The CONFEDERATED TRIBES will reimburse the CONTRACTOR for correctly submitted invoices within thirty-five (35) days of receipt.
- G. Invoices needing correction will be reimbursed within thirty-five (35) days of receipt of the corrected invoice.

H. Payment on disputed invoices will be delayed until the dispute has been resolved to the CONFEDERATED TRIBES' satisfaction.