



**Request for Proposals (RFP)
Cultural Resources Literature Review, Field Survey, Reporting
North Fork Walla Walla River (NFWWR)
River Mile RM 6.5-9.5 Floodplain Restoration Project**

July 17, 2026

Request for Proposal Deadline: **4 p.m. (PST) Monday, August 10, 2026**

The Walla Walla Basin Watershed Council (WWBWC) is seeking **Professional Literature Review and Cultural Resources Field Survey Services for a NFWWR RM 6.5-9.5 Floodplain Restoration Project.**

Agreement to be active until **October 30, 2026**, or earlier if contractual tasks are completed. This RFP provides prospective respondents with information to prepare and submit proposals for a professional literature review and cultural resources field survey report for the purpose of qualifying the **WWBWC NFWWR RM 6.5-9.5 Floodplain Restoration Project** for construction via achieving all necessary cultural resource permissions for permitting purposes.

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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 REQUEST FOR PROPOSALS

This RFP contains instructions for proposals to be submitted, and the content required to be eligible for consideration.

Respondents should email any requests for clarification or additional information to Eric Hoverson (eric.hoverson@wwbwc.org,) no later than **4 p.m. Tuesday, July 28**. Answers and any relevant supplemental information will be emailed to respondents and posted to the WWBWC website by **4 p.m. Thursday, July 30**.

1.2 SUBMISSION OF PROPOSAL

Respondents are requested to submit:

- One (1) copy of their technical proposal (electronic is preferred)
- One (1) copy of their price proposal, using Attachment A as the template

Proposals must be received no later than **4 p.m. Monday, August 10**, via email (eric.hoverson@wwbwc.org) or delivered to 810 S. Main Street, Milton-Freewater, OR 97862. Ranking of proposals will be conducted by WWBWC staff and based upon a weighted scoring scale involving price, qualifications/experience, performance, availability and applicability of attributes as they relate to the specifications of the **NFWWR RM 6.5-9.5 Floodplain Restoration Project**. The ranking of the submittal packages will be distributed via email to all bidders by **4 p.m. Wednesday, August 12**. Attempts will be made to finalize contract details with the highest ranked entity. If terms and conditions cannot be mutually agreed upon, negotiations may begin with alternate bidders in sequential order of rank. Re-advertising of the RFP may result if agreement cannot be worked out with representatives from select proposals submitted. Proposals submitted via email are preferred. Responses must be in the format described below. Proposals shall be addressed as follows:

**Walla Walla Basin Watershed Council
Eric Hoverson, Project Manager – Restoration
810 S. Main Street
Milton-Freewater, OR 97862**

1.3 SUBMITTAL INSTRUCTIONS

1. Proposals may be emailed, mailed or hand delivered. If the proposal is sent by email, please verify receipt of submittal respond by WWBWC. If the proposal is sent by mail, please allow extra time for delivery before the deadline.
2. The proposal must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to contractually bind the Respondent.
3. Proposals become the property of the WWBWC upon receipt. The content of proposals will be kept confidential until an award is made.
4. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be resubmitted according to the above instructions prior to the submission deadline.

1.4 PURPOSE

Provide cultural resource services for the **WWBWC NFWWR RM 6.5-9.5 Floodplain Restoration Project** to achieve necessary cultural resource clearances so that implementation of the project may

occur. Restoration actions involve use of holistic floodplain strategies to improve aquatic and riparian conditions in the NFWWR to benefit endangered salmonids.

1.5 PROJECT LOCATION

The **NFWWR RM 6.5-9.5 Floodplain Restoration Project** is located 10 miles south of the town of Milton-Freewater, Oregon on several landowner properties as shown in Attachment C. The 3-mile-long project reach includes the southern portion of section 23, northeast corner of section 28, and northern portion of section 27 in Township 5N Range 37E (Tax lots 3000, 3100, 4000, 4001, 4100, 5000).

- Downstream boundary (western edge) of the project area: 45.88718 N: -118.19627 E
- Upstream boundary (eastern edge) of the project area: 45.89200 N: -118.15327 E

1.6 PROJECT DESCRIPTION

This Request for Proposals (RFP) solicits contractor services necessary to obtain all cultural resource clearances required to support implementation of Phases 5 and 6 of the NFWWR restoration project. These phases encompass approximately 3 miles of the project area and are located entirely on private lands owned by the Rea and Sams families. WWBWC has secured 10-year land access agreements with the respective landowners.

The selected Contractor shall conduct all work necessary to obtain required cultural resource clearances, including but not limited to field investigations, documentation, agency and Tribal coordination, and preparation of technical reports. All work shall be performed in accordance with Bonneville Power Administration (BPA) cultural resource requirements, applicable federal and state regulations, and Tribal consultation protocols. Proposals shall describe the technical approach, methodology, schedule, and staffing necessary to complete all required tasks and meet project milestones.

Phases 5 and 6 are components of the larger NFWWR restoration project, a phased effort to restore more than 5 miles of riverine habitat over an 8-year implementation period. Because the project is funded entirely by BPA, all cultural resource activities shall be coordinated with BPA and conducted in accordance with BPA requirements and applicable cultural resource compliance procedures.

The Contractor shall be responsible for obtaining all cultural resource clearances and approvals required to support project implementation. Work shall not be considered complete until all required deliverables have been accepted by BPA and all applicable regulatory, consulting, and permitting authorities have issued the approvals necessary to proceed with construction.

The objective is to secure all required cultural resource clearances in time to allow construction during the 2027 in-stream work window (July through September). Planned restoration actions include the strategic placement of whole trees and large wood, as well as boulders, to restore natural channel processes, improve habitat complexity, and enhance habitat for ESA-listed salmonids.

WWBWC received the 2024 State Land Board Restoration Project of the Year Award for the successful completion of Phase 3 (River Mile 4.3–5.2) of the NFWWR restoration project, demonstrating the project's successful implementation and continued commitment to watershed restoration.

1.7 TASKS

Cultural resources services for the project must meet all established BPA, State, and Tribal criteria and include the following tasks:

1. Background research and literature review

2. Pedestrian survey of the right of way and access roads
3. Subsurface testing of high probability areas
4. Transmission line or facility evaluation (if necessary)
5. Historic structure and/or irrigation system evaluation (if necessary)

1. Background research, literature review

Background research will consist of consulting the Oregon State Historic Preservation Office (OR SHPO) site and survey records, General Land Office and Metsker maps, Sanborn fire insurance maps (as appropriate), etc. Background research should include sites and surveys- one-mile from the area of potential effect (APE). The BPA is responsible for coordinating and facilitating cultural resource information to Tribal and State consultation representatives for review and ultimate approval.

2. Intensive pedestrian survey

Conduct an intensive pedestrian survey of the project area. Survey design and fieldwork shall meet the guidelines of the OR SHPO and requirements of BPA. Electronic data will be generated from all surveyed areas. All site and survey locations (point, line or polygon) will be recorded using Global Positioning System (GPS) technology and submitted as Global Information System (GIS) files. In instances where surveys cannot be recorded by GPS, all survey areas will be drawn on a United States Geological Survey Quad map at a scale appropriate to the size of the survey and digitized into GIS. All submitted GIS shape files or feature classes shall contain completed tabular data using predefined domains and values provided by BPA. The GIS DATA DICTIONARY FOR CR SITES AND SURVEYS is available in Attachment B. Electronic versions are available from BPA. All archaeological site inventory forms and survey reports will meet expectations of the appropriate OR SHPO office. Primary project personnel will meet the Secretary of Interior's standards. Artifacts located on the surface will be analyzed in the field but not collected. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association.

3. Subsurface testing in high probability areas along the project corridor

Following the surface survey, the appropriate number (estimated 30-45+) of shovel test pits (STPs) will be dug as required to attain all necessary permit approvals from CR oversight entities for the purpose of the WWBWC being able to legally perform restoration work in the 3-mile project area starting as early as 2027. Pits shall be excavated to attain approval by all necessary CR entities: BPA, Tribes, SHPO, etc., in high probability areas (HPAs) and/or portions of the project subject to increased intensity of impacts. High probability areas where project-related ground disturbance will occur will be investigated using STPs. HPAs include the stream channel and adjacent floodplains, although no testing is needed in places like gravel bars. If sites are encountered during survey, it is advisable for a few shovel tests to be performed near the edges to accurately establish site boundaries so we can buffer and avoid them.).

4. Transmission line/facility, historic structure, and irrigation system evaluation

WWBWC is not aware of structures, transmission lines, or historical irrigation systems within phases 5 and 6 of the project area, and it is unlikely a report will be needed regarding architectural history. However, the literature review and site survey should evaluate and document any elements of the built environment within the project area footprint, including structures, transmission lines/facilities, and irrigation systems. Evaluation should provide a rationale for whether each resource is either eligible or ineligible for inclusion in the National Register based on each of the four criteria as well as a discussion of the resource's integrity.

5. Draft reports of findings based on results of Tasks 1-4

Draft survey report will conform to the OR SHPO standards for archaeological field reporting.

6. Digital final report

Digital copy of the Final Report reflecting all changes recommended by WWBWC and BPA will be provided to WWBWC. This report should include associated maps, figures, and GIS data.

1.8 METHODS

The contractor is responsible for following all state laws or regulations related to surveying. This includes all field work authorization permits as well as the Call Before You Dig Law. Account for any extra time this may add to your schedule. If the contractor identifies a section of public land that BPA did not identify as needing a permit, please contact WWBWC prior to conducting fieldwork. The WWBWC must be notified and receive permission in advance to make any changes to scheduled timelines or survey areas.

Fieldwork

Fieldwork will include a thorough search of the ground surface throughout the project area. The entire APE from RM 6.5-9.5 will be surveyed unless the contractor confirms the use of an alternative methodology with WWBWC. Please note that RM 9.5-10.0 has been eliminated from the project as it is public land and agreements with BLM were not secured. Therefore, the most upstream half-mile section at RM 9.5-10.0 is no longer a part of this project exercise, but it may be explored and re-visited in the future. The survey required as it pertains to the duties of this RFP will entail archaeologists conducting a pedestrian survey at no greater than 20-meter intervals throughout the RM 6.5-9.5 APE area. All encountered archaeological material will be recorded utilizing appropriate OR SHPO site and isolate forms. Any previously recorded site within the APE should be examined and evaluated for project impacts to the extent possible based on individual state permitting requirements.

HPAs will be identified based on information collected during background research related to where archaeological sites have previously been recorded within environmental settings like those traversed by the project APE, as well as a consideration of sedimentary and geomorphic settings as assessed during the pedestrian survey. Subsurface testing, shovel test probes (STPs), will be excavated in HPAs where project-related ground disturbance would occur (i.e. pole relocations or engineered structures). STPs will consist of cylindrical pits 30 centimeters (cm) in diameter that will be excavated to a minimum depth of 50 cm below the surface or the depth of disturbance (whichever is greater), or until sterile soil is encountered through two consecutive strata, unless subsurface conditions prevent further excavation, or two sterile soil is encountered for two 10-cm levels below 50 cm. STPs should be spaced no greater than 30 meters apart. Sediment will be screened through one-quarter inch mesh hardware cloth. The STPs will be completely backfilled, and their location will be plotted onto a project map. The horizontal origin of the subsurface probes will be determined by use of a GPS. Artifacts found in STPs will be analyzed in the field but not collected. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association.

All *site and survey* locations will be recorded by GPS and submitted as GIS files. In instances where surveys cannot be recorded by GPS, all *survey* areas will be drawn on a USGS Quad map at a scale appropriate to the size of the survey and digitized into a GIS. All submitted GIS shape files or feature classes shall contain completed tabular data using predefined domains and values provided by BPA. A data dictionary file is available from BPA for electronic upload into GPS units. A text data dictionary is included in the statement of work. All archaeological site inventory forms and survey reports will meet expectations of the OR SHPO. Personnel will meet the Secretary of Interior Standards. Artifacts located

on the surface will be analyzed in the field but not collected. To the extent possible, they will be identified as to type, material, function, and cultural and chronological association.

Report and Deliverables

Deliverables will include a final project report, acceptable by BPA and consistent with OR SHPO and/or Tribal historic preservation office guidelines, field notes, site and isolate forms, survey maps on topographic backgrounds, and Environmental Systems Research Institute compatible files, either shape files or feature class provided in electronic format. If survey data is collected using traditional pedestrian methods, a shape file or feature class including completed tabular data is required. Data can be submitted via email to eric.hoverson@wwbwc.org, cbsinkovec@bpa.gov, and SFMcDaniel@bpa.gov via download link.

All reports and electronic data will be sent to BPA for review. Upon acceptance of the reports, BPA personnel will then forward the reports and GIS data to OR SHPO for section 106 review. If sites are found during the survey, recommendation for eligibility for the National Register of Historic places should be made based on available information (eligible, not eligible, further evaluation necessary). Eligibility criteria should follow 36 CFR 60.4.

1.9 DELIVERABLES

- Draft report (electronic) will be submitted to the WWBWC and BPA cultural resources staff for review prior to going to OR SHPO for concurrence.
- GIS data meeting all required fields as shown in attachment specifications.
- Electronic and hard copies of all historic property inventory forms.
- Electronic version of final report must meet all required criteria established by BPA to be considered complete.

1.10 SCHEDULE

- Draft report and GIS data submitted to BPA & WWBWC by **4 p.m. on October 5.**
- BPA will provide comments within 30 days after receiving the draft report.
- Final report to be submitted and approved by **October 30.**

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.1 OBJECTIVE OF REQUEST FOR PROPOSAL

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for the **NFWWR RM 6.5-9.5 Floodplain Restoration Project**. Information must be legible. All editorial corrections and erasures must be initialized. Each proposal shall be accompanied by a letter signed by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded because of this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSAL

Supplemental information will be provided to prospective bidders if necessary. Respondents are responsible for seeking additional information through correspondence and by checking the WWBWC website.

2.3 ANSWERS TO WRITTEN QUESTIONS

WWBWC will provide answers to written questions about the proposals by **4 p.m. on Thursday, July 30.**

2.4 SCOPE OF TERMS AND CONDITIONS

The general terms and conditions listed in the **AGREEMENT FOR PROFESSIONAL SERVICES** are (Attachment D) shall govern any Agreements ensuing from this RFP. The WWBWC prefers to use the terms and conditions in our Agreement but will consider requested changes.

2.5 AWARD OF CONTRACT

Agreements may be negotiated with the Respondent whose proposal is determined to be most applicable to WWBWC needs and adherence to BPA and OR SHPO protocols, as solely determined by WWBWC. The WWBWC reserves the right to reject any or all proposals.

2.6 AGREEMENT

The WWBWC does not guarantee that it will request any or all services covered by the Agreement. Issuance of an Agreement will not give rise to a claim by Respondent for entering into such Agreement including, but not limited to, claims for anticipated profits or compensation for overhead or other related costs.

Award of an Agreement does not establish an exclusive agreement with the Respondent. The WWBWC reserves the right to obtain services from other sources.

The WWBWC will request services or assistance, and Respondent shall review its resources to verify their availability to satisfy the WWBWC's request. Respondent will provide a written response describing the approach to be taken for performing requested services, estimated cost, key team members and the schedule for completion. Services under the Agreement will be conferred by a Task Order and executed by both parties.

2.7 RESPONDENT RESPONSIBLE FOR PROPOSAL COSTS

The WWBWC is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of an Agreement for services prior to the issuance of an Agreement. Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for work authorized under the Agreement.

2.8 ECONOMY OF PROPOSALS

Respondent must submit a complete and concise response to the RFP, which will be retained by the WWBWC. Proposals should be prepared simply and economically, while providing complete details of the Respondent's abilities to meet the requirements of the RFP.

2.9 PROPOSAL BINDING

Respondents are advised that proposals shall be binding upon the Respondent for sixty (60) days from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written signed request.

2.10 NOTIFICATION

Each Respondent submitting a proposal will be notified in writing by email as to acceptance or rejection of their proposal. The WWBWC plans to release such letters within fifteen (15) days of the proposal submittal deadline. The WWBWC may delay this action if it is deemed in our best interest.

2.11 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

The WWBWC reserves the right to reject any proposal and to waive any formality in proposals received, to accept or reject any or all terms in the proposal, if it is deemed in our best interest. The WWBWC reserves the right to negotiate all elements of the proposal, if such action is deemed to be in the best interest of the WWBWC.

SECTION 3: PROPOSAL CONTENT AND SELECTION PROCESS

3.1 GENERAL SUBMITTAL REQUIREMENTS

The following requirements must be satisfied for each section of this RFP. The information will be used as the basis for selection. Proposals made in a superfluous manner where technical sections submitted do not demonstrate discernible strength or potential value to the WWBWC may be disregarded altogether.

3.2 PROPOSAL FORMAT

The proposal format shall be as follows:

All Sections – The page limit includes tables, figures, photographs, and other graphical representations, all of which must be included within the same contiguous section. Page limits refer to limits of text (i.e., double-sided will be counted as two pages).

Font Size – The font size for text shall be no smaller than 10-point. All aspects of proposals must be legible. Illegible proposals will not be considered.

Proposal Presentation – A table of contents or similar must be used to clearly indicate subsequent sections of the proposal.

Cover Letter – One (1) page maximum. Page must be 8.5” x 11”.

Company Background – One (1) page maximum. Page must be 8.5” x 11”. At a minimum, provide information related to your company including a short description of the company and whether staff are licensed in Oregon, Washington, or both.

Technical Discipline Section – Two (2) page maximum. Page must be 8.5” x 11”. Please describe your company’s expertise by providing examples of previous projects and their deliverables. See Section 3.3 for further details.

Staff Biographies – Two (2) page maximum. Page must be 8.5” x 11”. Brief personnel sketches or summaries for key team members.

Price Proposal (Bid) – Provide a bid for the design work including estimated start and completion dates. The bid value should be determined by the hourly rate and number of hours. See Section 3.4 for further details.

Terms and Conditions – There is no page limit, but pages must be 8.5” x 11”. Respondents shall identify questions or suggested changes to terms and conditions of proposed agreements.

3.3 TECHNICAL DISCIPLINE SECTION DETAIL

The technical discipline section shall include the following information:

Project Experience – Relevant project experience in the technical discipline area. For previous projects please provide a brief description of the project. You may include photographs, graphs, or other graphics.

Staff Location – Location(s) of the office(s) where project services will be performed, including the main project office location where the project team (potential project manager) will be based.

3.4 PRICE PROPOSAL

Provide Respondent Company’s billing structure, including labor rate structures by staff categories and other non-labor rates utilizing **PRICE PROPOSAL FORM (Attachment A)** template or similar format. This template includes a table showing the company’s rates for the Agreement period, which will be incorporated into the selected company’s contract.

3.5 SELECTION PROCESS

Professional companies will be evaluated based on Respondents’ experience, staff qualifications, performance, availability, applicability to project attributes, and the price proposal.

3.6 REQUEST FOR PROPOSAL SCHEDULE

The RFP Schedule is tentatively set as follows. All deadlines are by 4 p.m. on the specified date.

Written questions due	Tuesday, July 28
Responses to questions	Thursday, July 30
Proposals due	Monday, August 10
Notification of bid award	Wednesday, August 12
Draft report due	Monday, October 5
Final report due	Friday, October 30

ATTACHMENT A – PRICE PROPOSAL FORM

Company Name: _____

Project Name: **NFWWR RM 6.5-9.5 Floodplain Restoration Project.**

Position Title	Hour Rate

*All position titles to be used on Task Order Assignments must be shown.

**All costs must be included in the hourly rates. No additional project costs will be allowed.

Administrative expenses, including, but not limited to, the following should be incorporated into labor rates and should not be billed as a separate charge:

- Telephone charges
- Postage and delivery
- Technology costs (computer usage, office equipment, etc.)
- Accounting
- Marketing

If your company is proposing reimbursement for travels costs, describe your travel policy (i.e., limits on meals, mileage rate and personnel hourly rate during travel time). Please list applicable equipment charges and fees on the table below.

Applicable Fees/Equipment	Cost

TOTAL BID AMOUNT: _____

ATTACHMENT B – GIS DATA DICTIONARY FOR CR SITES AND SURVEYS

Please use projection WGS 1984 for all GIS data. Fields marked * are required. An .xml file of the database schema is available upon request. Contact Melanie Wadsworth at (503) 230-5143 or mlwadsworth@bpa.gov

Site (point, line, and polygon) *Sites should be recorded as polygons whenever possible.*

Field Name	Field Definition and Values
1. Site name*	Known site name or temporary site name
2. Length*	Length in meters
3. Width*	Width in meters
4. Depth	Depth in centimeters
5. Landform	<i>Choices:</i> Alluvial Fan, Beach, Bedrock, Bench, Bluff, Butte, Canyon, Cliff, Draw, Flat, Floodplain, Hill, Island, Knoll, Mountain, Outcrop, Ridge, Rim, Saddle, Slope, Talus Slope, Terrace, Valley, Undulating, Other
6. Date*	Date of field inspection (mm/dd/yyyy)
7. Company Name*	Name of company doing the survey
8. Surveyor Name	Name of individual
9. Smithsonian Number	Smithsonian number if applicable
10. National Register Status	<i>Choices:</i> Eligible, Listed, Not Eligible, Unevaluated
11. Site Type*	<i>Choices:</i> Burial, Grave, Cemetery, Camp, Feature, Quarry, Rock Shelter, Scatter, Village, Historic, Homestead, Structure, Unknown, Other
12. Cultural Period*	<i>Choices:</i> Unknown, Paleo, Archaic, Early, Middle or Late Archaic, Contact, Historic, 19th Century, Early 20th Century (1900-1930), WWII (1929-1950), Recent (post 1950), Multicomponent, Prehistoric (undetermined)
13. Artifact Type	<i>Choices:</i> Other, Bone, Wood, Knapped Stone, Ground Stone, Cobble Tool, Metal Tool, Shell Tool, Floral Remains, Faunal Remains, Skeletal Remains, Fire Cracked Rock, Projectile Point, Debitage, Ceramics, Textiles, Cans, Bottles, Brick, Glass
14. Site Condition	<i>Choices:</i> Excellent, Good, Fair, Poor, Destroyed
15. Impact	<i>Choices:</i> Erosion, Recreation, Reservoir Erosion, Undisturbed, Vandalized, Other
16. GPS	GPS or Digitized
17. Elevation	Elevation if applicable
18. Previous Condition	<i>Choices:</i> Excellent, Good, Fair, Poor, Destroyed
19. Land Manager	<i>Choices:</i> Federal, Tribal, Private, State
20. BPA Project Number*	BPA Number (ex. OR2013001)
21. Comments	Comments as needed

Survey (point, line, and polygon)

Field Names	Field Definitions and Values
1. Company Name*	Name (or initials) of company doing survey
2. Quad	Quadrangle name
3. Result*	Positive or Negative
4. Surveyor's Name	Name of individual
5. BPA Project Number*	Project Number (ex. WA2013001)
6. County	County name
7. Date*	Date of survey (mm/dd/yyyy)
8. Comments	Comments as needed

Isolate (point)

Field Names	Field Definitions and Values
1. Temporary Number*	Field ID
2. Isolate Name	Field name
3. Land Manager	<i>Choices:</i> Federal, Tribal, Private, State
4. Landform	<i>Choices:</i> Alluvial Fan, Beach, Bedrock, Bench, Bluff, Butte, Canyon, Cliff, Draw, Flat, Floodplain, Hill, Island, Knoll, Mountain, Outcrop, Ridge, Rim, Saddle, Slope, Talus Slope, Terrace, Valley, Undulating, Other
5. BPA Number*	BPA project number (ex. OR2013001)
6. Date*	Date of survey (dd/mm/yyyy)
7. Cultural Period*	<i>Choices:</i> Paleo, Archaic, Contact, Historic, 19 th century, 20 th century, WWII, Recent, Multicomponent, Prehistoric
8. Surveyor Name*	Name (or initials) of contracting company
9. Comments	Comments as needed

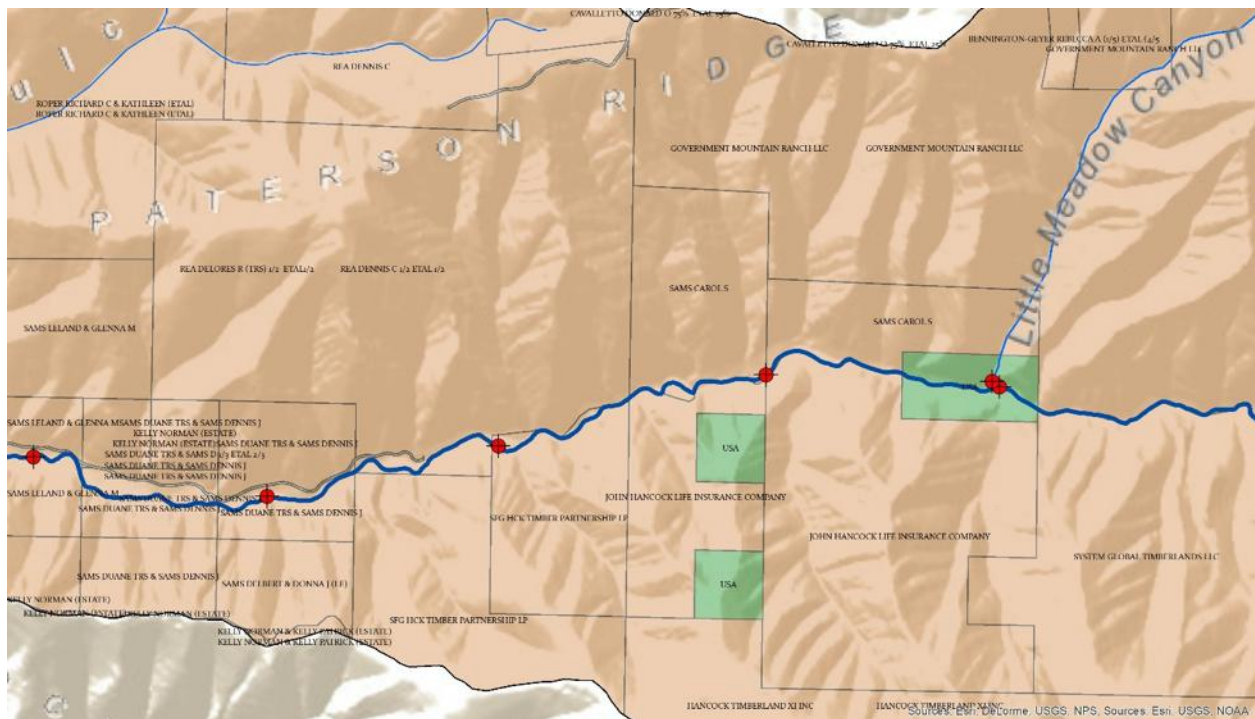
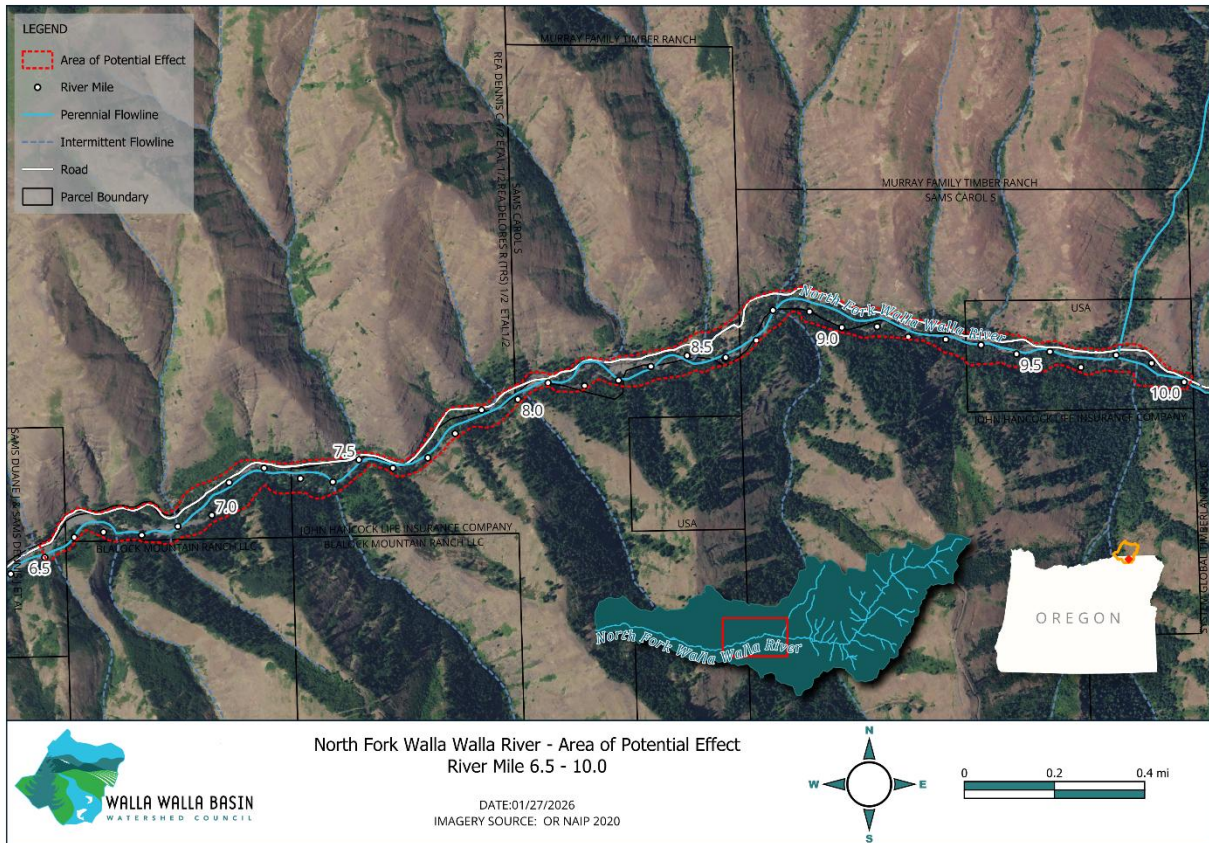
STP (point)

Field Names	Field Definitions and Values
1. BPA Project Number*	Project Number (ex. OR2013001)
2. Company Name*	Name (or initials) of company conducting survey
3. Name	Individual name
4. STP Number	STP Number
5. Total Depth*	Depth (in centimeters)
6. Results*	N or P

7. Comments

Comments

ATTACHMENT C – MAPS: PROJECT AREA, PARCEL OWNERSHIP, APE



ATTACHMENT D – AGREEMENT FOR PROFESSIONAL SERVICES (TEMPLATE)

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Professional Services Agreement

This Professional Services Agreement (this “**Agreement**”) is effective as of [date] (the “**Effective Date**”) and is by and between [Contractor Name] and the Walla Walla Basin Watershed Council, (the “**WWBWC**” and collectively, the “**Parties**”).

1. SERVICES.

1.1 WWBWC hereby engages you, and you hereby accept such engagement, as an independent contractor to provide certain services to WWBWC on the terms and conditions set forth in this Agreement.

1.2 You shall provide to WWBWC the services set forth in Schedule 1 (the “**Services**”).

1.3 As set forth in Schedule 1, WWBWC shall provide you with access to its premises, materials, information, and systems to the extent necessary for the performance of the Services. Unless otherwise specified in Schedule 1, you shall furnish, at your own expense, the materials, equipment, and other resources necessary to perform the Services.

1.4 You shall comply with all rules and procedures communicated to you in writing by WWBWC, including those related to safety, security, and confidentiality of WWBWC or its third-party partners, and including the statutory and national policy requirements listed in Exhibit A.

2. FEES AND EXPENSES.

2.1 As full compensation for the Services and the rights granted to WWBWC in this Agreement, WWBWC shall pay you compensation as specified in Schedule 1 (the “**Fees**”), payable in accordance with the payment terms set forth in Schedule 1. You acknowledge that you will receive an IRS Form 1099 from WWBWC, and that you shall be solely responsible for all federal, state, and local taxes. In the event of early termination of a project or discontinuation of funding, you shall be compensated for Services satisfactorily performed and accepted by WWBWC through the termination date.

2.2 WWBWC shall reimburse travel expenses incurred by you in connection with the performance of the Services according to federal General Services Administration rates. In no event shall WWBWC reimburse you for any such costs or expenses not itemized in Schedule 1 unless otherwise expressly authorized in writing by WWBWC.

3. TERM. The term of this Agreement shall commence as of the date set forth above and shall continue until the Services are complete, unless earlier terminated in accordance with this Agreement (the “**Term**”). Any extension of the Term will be subject to mutual written agreement between you and WWBWC.

4. TERMINATION.

4.1 You or WWBWC may terminate this Agreement without cause upon 30 calendar days' written notice to the other party. In the event of termination pursuant to this clause, WWBWC shall pay you on a pro-rata basis any Fees then due and payable for any Services completed up to and including the date of such termination. If the Services are funded in whole or in part by grants and such funding is reduced, suspended, or discontinued, WWBWC may terminate this Agreement upon written notice without further liability, except to compensate you for Services satisfactorily performed and accepted prior to the termination date.

4.2 You or WWBWC may terminate this Agreement, effective immediately upon written notice to the other party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other party does not cure such breach within 10 business days after receipt of written notice of such breach.

4.3 Upon expiration or termination of this Agreement for any reason, or at any other time upon WWBWC's written request, you shall within 5 calendar days after such expiration or termination:

- (a) deliver to WWBWC all Work Product (whether complete or incomplete) and all materials, equipment, and other property provided for your use by WWBWC;
- (b) deliver to WWBWC all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- (c) permanently delete all Confidential Information stored electronically in any form, including on computer systems, networks, and devices such as cell phones; and
- (d) certify in writing to WWBWC that you have complied with the requirements of this clause.

4.4 The terms and conditions of this clause and any other provision that should reasonably survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

5. RELATIONSHIP OF THE PARTIES.

5.1 You are an independent contractor of WWBWC, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between you and WWBWC for any purpose. You shall have no authority (and shall not hold yourself out as having authority) to bind WWBWC and you shall not make any agreements or representations on WWBWC's behalf without WWBWC's prior written consent.

5.2 WWBWC will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on your behalf. You shall be solely responsible for, and shall indemnify WWBWC against, all such taxes or contributions, including penalties and interest. Any persons employed or

engaged by you in connection with the performance of the Services shall be your employees or contractors and you shall be fully responsible for them and indemnify WWBWC against any claims made by or on behalf of any such employee or contractor.

6. INTELLECTUAL PROPERTY RIGHTS. All documents, work product, and other materials that are delivered under this Agreement, including but not limited to 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 (collectively the “**Work Product**”), and all trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively “**Intellectual Property Rights**”) therein, shall be owned exclusively by WWBWC. You hereby assign to WWBWC all right, title, and interest in and to such Work Product, to the extent permitted by law.
7. CONFIDENTIALITY. You acknowledge that you will have access to information that is treated as confidential and proprietary by WWBWC including without limitation the existence and terms of this Agreement, and information pertaining to business operations and strategies, finances, sourcing, and personnel, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the “**Confidential Information**”). Any Confidential Information that you access or develop in connection with the Services, including but not limited to any Work Product, shall be subject to the terms and conditions of this clause. You agree to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of WWBWC in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services. You shall notify WWBWC immediately in the event you become aware of any loss or disclosure of any Confidential Information.
8. REPRESENTATIONS AND WARRANTIES.
 - 8.1 You represent and warrant to WWBWC that:
 - (a) you have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of your obligations in this Agreement;
 - (b) entering into this Agreement with WWBWC and performing the Services does not and will not conflict with or result in any breach or default under any other agreement to which you are subject;
 - (c) you have the required skill, experience, qualifications, and certifications to perform the Services, you shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and you shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;
 - (d) you shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services; and

(e) you shall perform all work in a safe manner and within state and federal safety guidelines and requirements.

8.2 WWBWC hereby represents and warrants to you that:

(a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations; and

(b) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary organizational action.

9. INDEMNIFICATION.

9.1 The Contractor shall defend, hold harmless, and indemnify the WWBWC 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 (a) 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; (b) 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 (c) 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 WWBWC modification of goods without the Contractor’s approval and in a manner inconsistent with the purpose and proper use of those goods.

9.2 WWBWC may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

10. INSURANCE.

10.1 Insurance Coverage. During the Term, Contractor shall maintain professional liability (\$1,000,000 per claim / \$2,000,000 aggregate), commercial general liability (\$1,000,000 per occurrence / \$2,000,000 aggregate), commercial automobile liability (\$1,000,000 combined single limit), workers’ compensation, and employer’s liability insurance in the limits required by statutory law to protect and indemnify WWBWC and its affiliates, and each of their officers, directors, agents, and employees from any losses resulting from the Contractor’s tortious acts or omissions, or the tortious acts or omissions of Contractor’s agents, contractors, or employees. WWBWC shall be listed as additional insured under Contractor’s commercial general liability and commercial automobile policies, and you shall forward a certificate of insurance verifying such insurance upon WWBWC’s written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-calendar day notification period and that WWBWC will be notified in writing of any such notice of termination. Contractor shall deliver any required certificates of insurance to WWBWC showing sufficient insurance coverage within 10 days of the Effective Date.

10.2 No Subrogation. The Contractor waives all subrogation rights against the WWBWC and any of its contractors, subcontractors, agents, officers, employees, or companies.

11. ASSIGNMENT. You shall not assign any rights or delegate or subcontract any obligations under this Agreement without WWBWC's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. WWBWC may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

12. GOVERNING LAW. This Agreement and all related documents, and all matters arising out of or relating to this Agreement and the Services provided hereunder, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply.

13. DISPUTE RESOLUTION.

13.1 It is the Parties' objective to establish procedures to facilitate the resolution of all disputes in an expedient manner by mutual cooperation and without resort to litigation. Unless otherwise expressly provided in this Agreement, all disputes will be subject to this section. Either Party may initiate the dispute resolution procedure by giving the other Party written notice.

13.2 Negotiation and Mediation. The Parties shall attempt in good faith to initially resolve any dispute promptly by negotiation between the Parties. Each Party shall meet in person, or by teleconference, at a mutually agreeable time and place, and as often as they reasonably deem necessary, to attempt in good faith to resolve the dispute. If the dispute is not resolved following good faith negotiations, the Parties shall initiate mediation proceedings with the Oregon Mediation Association.¹ The Parties will share equally the costs of any mediation.

13.3 Arbitration. In the event the Parties are unable to resolve any dispute by negotiations or mediation, the Parties shall submit the dispute to binding arbitration before a single arbitrator agreeable to both Parties. Any arbitrator chosen shall have reasonable training and industry experience relevant to the particular dispute. The decision shall be binding on the Parties and shall be final and non-appealable. Any decision by the arbitrator shall not be interpreted as an admission against interest of any Party and shall not be admissible as evidence in any subsequent court action with a third Party. The arbitrator shall not award damages in excess of compensatory damages and each Party hereby irrevocably waives any right to recover such damages for any dispute. The Parties shall share equally the costs of any arbitration pursuant to this section.

13.4 No Court Proceedings. No Party may institute any court proceedings concerning any dispute. The dispute resolution procedure of this section is the sole remedy for resolving disputes.

14. MISCELLANEOUS.

¹ The Oregon Mediation Association's website is <https://ormediation.org/>.

14.1 You shall not export, directly or indirectly, any technical data acquired from WWBWC, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

14.2 All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the Parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if: (a) the receiving party has received the Notice; and (b) the party giving the Notice has complied with the requirements of this section.

If to WWBWC:	Michelle McClellan, Executive Director Walla Walla Basin Watershed Council 810 South Main St. Milton-Freewater, OR 97862 Phone: 541-938-2170 Email: michelle.mcclellan@wwbwc.org
If to Contractor:	Business Name Attn: Address City, State, Zip Phone: Email:

14.3 This Agreement and related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

14.4 This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party, and any of the terms may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party waiving compliance.

14.5 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6 This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Agreed and intending to be legally bound, the undersigned have executed this Agreement as of the Effective Date.

WALLA WALLA BASIN WATERSHED COUNCIL:

By: _____
Michelle McClellan, Executive Director

[CONTRACTOR]:

By: _____
[Name, Title]

EXHIBIT A: STATUTORY AND NATIONAL POLICY REQUIREMENTS

The Contractor and all subcontractors are subject to the following statutory and national policy requirements.

NONDISCRIMINATION

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOE at 10 CFR Part 1040.
- Executive Order 11246, Equal Employment Opportunity, as implemented by Department of Labor regulations at 41 CFR Part 60 and EPA at 40 CFR Parts 7 and 12.
- The Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by HHS at 45 CFR Part 90 and DOE at 10 CFR Part 1040.
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by DOJ at 28 CFR Part 41 and DOE at 10 CFR Part 1040.
- The Architectural Barriers Act of 1968 (42 U.S.C. 4151, et seq.).
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

LIVE ORGANISMS

- Endangered Species Act of 1973 (16 U.S.C. 1531, et seq.).
- Marine Mammal Protection Act (16 U.S.C. 1361, et seq.).
- Lacey Act (18 U.S.C. 42).
- Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), implemented at 50 CFR Parts 10–24, 217–227.

ENVIRONMENTAL STANDARDS

- Clean Air Act (42 U.S.C. 7401, et seq.).
- Clean Water Act (33 U.S.C. 1251, et seq.).
- National Environmental Policy Act (42 U.S.C. 4321, et seq.), implemented by DOE at 10 CFR Part 1021 and EPA at 40 CFR Part 6.
- National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), implemented by DOE at 10 CFR Part 1022.
- Wild and Scenic Rivers Act (16 U.S.C. 1271, et seq.).
- Safe Drinking Water Act (42 U.S.C. 300h-3), implemented by EPA at 40 CFR Part 6.

HEALTH & SAFETY GUIDELINES

- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).
- Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving.”

NATIONAL SECURITY GUIDELINES

- Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism.”

GENERAL/MISCELLANEOUS REQUIREMENTS

DRUG-FREE WORKPLACE

- Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.), implemented by DOE at 10 CFR Part 607.

FALSE CLAIMS

- Civil False Claims Act (31 U.S.C. 3729, et seq.).
- Criminal False Claims Act (18 U.S.C. 287 and 1001).
- Program Fraud Civil Remedies Act (31 U.S.C. 3801, et seq.; 45 CFR Part 79).

DEBARMENT & SUSPENSION

- Government-wide Debarment and Suspension (Nonprocurement): DOE at 2 CFR Part 901, implementing OMB guidance at 2 CFR Part 180.
- Procurement Debarment and Suspension: DOE Acquisition Regulation (DEAR) Subpart 909.4.

LOBBYING

- Lobbying restrictions under 31 U.S.C. 1352, requiring disclosure on SF-LLL if non-Federal funds are used for lobbying activities. Implemented by DOE at 10 CFR Part 601.

OTHER FEDERAL REQUIREMENTS

- Metric Conversion: Metric Conversion Act (15 U.S.C. 205) and Executive Order 12770.
- Research Misconduct: DOE regulations at 10 CFR Part 733 and DEAR clause 952.235-71.
- National Historic Preservation Act (Section 106): 54 U.S.C. 306108 (formerly 16 U.S.C. 470f).
- Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as implemented by 2 CFR Part 175.
- Whistleblower Protection: 41 U.S.C. § 4712.
- Patents, Trademarks, and Copyrights: 35 U.S.C. 202–204; 37 CFR Part 401.
- Privacy Act of 1974 (5 U.S.C. 552a).

- Copeland Anti-Kickback Act (40 U.S.C. 3145).
- Davis-Bacon Act (40 U.S.C. 3141, et seq.; regulations updated 2023).

SCHEDULE 1: SCOPE OF WORK

Business: [Business name]

Project Contact: [Name]

Email:

Phone:

Contract Limit: [not to exceed amount]

1. Background

2. Scope of Work

3. Fees and Consideration

4. Personnel Standards

Contractor and all its workers shall respect all landowners in the vicinity of the project area in the completion of all Services.

5. Insurance Requirements

☐ [There are no insurance requirements for Contractor other than those described in Section 10 of the Agreement.]

OR

☐ [In addition to the base insurance requirements specified in Section 10, this project will require additional insurance as follows: WWBWC staff: spell out required insurance type(s) and the amount(s) of coverage here. Contractor shall continue this coverage through project completion.]

6. Required Equipment, Spill Prevention

Spill Kits are required to minimize potential adverse environmental effects. Equipment will be free of leaks and in good operating condition. Plans must be established to provide replacement equipment and qualified operators to keep the project progressing within established timelines.

Environmentally friendly fluids shall be used by the Contractor in all equipment working in the project area. Best management practices shall be exercised through established safety protocols to ensure a safe work environment for all aspects of project operations and extending to adjacent properties that could be affected by project operations. The Contractor will be allowed to fuel, lubricate and perform minor maintenance activities to heavy machinery at the project site at a distance greater than 300' from any surface water, unless granted a waiver via the permit process conducted by WWBWC staff. 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 WWBWC reserves the right to reject any equipment that does not meet these conditions.

7. Fire Prevention and Control

The Contractor shall be responsible for fighting his/her own fires and provide all necessary safety equipment and trained crew members to effectively minimize fire concerns or potential detrimental effects. The Contractor, acting independently, shall immediately extinguish without expense to the WWBWC or the landowner, all fires on or in the vicinity of the project site, caused by the Contractor. The Contractor may be held liable for damages resulting from fires set or caused by the Contractor's employees or resulting from operation of this contract. If the amount and character of labor, subsistence, supplies etc., are inadequate for fire suppression, WWBWC or a designated agent is authorized to procure such items and services as may be deemed necessary and charge to the Contractor.

8. Damage Protection

The Contractor shall be held responsible for all damages to persons or property that occur because 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.

9. Regulations and Permits

The Contractor shall, without additional expense to the WWBWC, comply with applicable Federal and State Laws, Codes, and Regulations.

10. Budget and Payment

- Invoice timing. Contractor shall submit invoices monthly and a final invoice within fifteen (15) days of project completion.
- Invoice identification. Each invoice must clearly identify the project (e.g., project title and, if applicable, contract number).
- Service period. Each invoice must state the dates of services being billed. No payment will be made for work performed outside the contract term (from the effective date through the contract end date).

- Itemization and caps. Costs must be itemized consistent with the approved budget, and payment shall not exceed contracted amounts.
- Required documentation. If applicable, Contractor must comply with all federal and state prevailing wage requirements and provide original vendor invoices for items classified as capital equipment or project materials.
- Completeness and accuracy. Invoices must be complete and accurate to qualify for payment.
- Payment timeline. WWBWC will pay correctly submitted invoices within forty-five (45) days of receipt. If corrections are required, payment will be made within forty-five (45) days of receipt of the corrected invoice.
- Disputed invoices. Payment on disputed invoices will be withheld until the dispute is resolved to the satisfaction of WWBWC and its funders.
- Tax documentation. Contractor must provide a completed IRS Form W-9 to WWBWC prior to initiating work.