



haich ikt'at'uu Tidal Wetland Revegetation Project

INVITATION TO BID FOR THE PURCHASE OF SERVICES Bid #: S-26-1

Closing Date: Thursday, August 27, 2026 **Time:** 2:00 PM PST

Description: The McKenzie River Trust, the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians, and the Siuslaw Watershed Council are proposing to rehabilitate portions of the haich ikt'at'uu Tidal Wetland Reconnection Project area through planting of native vegetation.

Project Manager: Nathan LeClear, McKenzie River Trust

Pre-bid Site Visit: YES – Mandatory **Date:** August 13, 2026 **Time:** 10:00 AM PST

Location: 6920 OR-126, Florence, OR 97439. From Florence, OR, drive east for 3.8 miles on OR-126 to 43.9881, -124.0388; project site entrance is on the south side of the highway. Google map [link](#).

Bids for this **Competitive Procurement** must be submitted in writing electronically to the McKenzie River Trust at the email below. No mailed, faxed, or hand delivered bids will be accepted. Bids must be received by the closing date and time noted above by:

McKenzie River Trust
Attn: Nathan LeClear
nathan@mckenzieriver.org

Receipt of submissions will be acknowledged by the McKenzie River Trust via email.
For more information, please refer to Section 2 “Instructions to Bidders.”

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Section 1 - Project Information

1.1 Project Description

Introduction

The haich ikt'at'uu Revegetation Project is a large-scale tidal wetland restoration effort located on the lower Siuslaw River Estuary near Florence, Oregon. The Project will establish native tidal marsh and tidal swamp plant communities to support long-term ecological function, improve habitat quality, and increase the resilience of restored estuarine ecosystems. Tidal hydrology (full and regulated) was reintroduced to the 217-acre former dairy ranch in June of 2026 by lowering and targeted breaching of an exterior levee, excavation of a network of tidal channels, and construction of a setback levee with a muted tidal regulator. Revegetation is the final phase of restoration of haich ikt'at'uu, and is hereafter referred to as the "Project".

The Project is funded through the Oregon Watershed Enhancement Board (OWEB), including federal funding, and is being implemented in accordance with applicable federal and state grant requirements. **The purpose of this procurement is to obtain the services of a qualified Contractor to install native vegetation in accordance with the approved Contract Documents.**

The Project will be conducted in accordance with the 2024 Oregon Standard Specifications for Construction ("OSSC - 2024"), as modified or supplemented by the haich ikt'at'uu revegetation contract special provisions ("Special Provisions"). The Special Provisions, the OSSC, the Revegetation Bid Set and Technical Specifications ("Designs"), all other documents included in this Invitation to Bid ("ITB"), and the MRT Contract are herein referred to as the **Contract Documents** and shall govern the Project.

Project Partners

The Project is a collaborative effort among McKenzie River Trust (MRT), the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians (CTCLUSI), and the Siuslaw Watershed Council (SWC), hereafter referred to as Project Partners. Each organization contributes unique expertise, resources, and stewardship to support the successful restoration of the haich ikt'at'uu site.

CTCLUSI has a contract with Environmental Science Associates (ESA) for design and engineering services, including support on revegetation. CTCLUSI has an agreement with MRT, the owner of haich ikt'at'uu property, and SWC to assist with the inspection and permit compliance during the implementation of all phases of restoration of the site. The Project will be jointly supervised by these Partners.

Although the Project is implemented collaboratively by the Project Partners, MRT serves as the Project Owner for this ITB and the resulting Contract, and is solely responsible for administration of the Contract Documents. References to the Project Owner throughout the Contract Documents refer to MRT unless expressly stated otherwise.

Single Point of Contact: Project Owner will be the only point of contact for the entire Invitation to Bid Process, and the contact person is the Project Manager listed on the cover page. Any questions or issues that may arise regarding the specifications, the bidding process, and/or the award process shall be directed to the Project Manager listed above. MRT's official response to any questions or requests will be in writing through email or the Addendum process. Answers to questions will be shared with all bidders.

Contractor Qualifications

The Project Owner seeks bids from Contractors with demonstrated experience in ecological restoration, native plant installation, and environmentally sensitive construction practices. Successful performance will require effective coordination with the Project Owner, careful handling and installation of native plant materials, and completion of the Project in accordance with the Contract Documents.

1.2 Project Location

The Project is located in the Lower Siuslaw River Estuary near Florence, OR. The Project encompasses approximately 217 acres of restored tidal wetland, with an maximum anticipated revegetation footprint of 31.6 acres. The approximate center of the Project is located at 43.990944°, -124.027111° (WGS 84). The Project location and limits are shown in Exhibit A: Figure A.1. Context Map.

The Project, including the revegetation work areas, is subject to regular tidal inundation. Tidal water levels will, at times, influence site access, staging, sequencing, and daily operations. Bidders are required to familiarize themselves with site conditions that may affect the work prior to submitting a Bid.

1.3 Scope of Work

The Project generally consists of furnishing all labor, supervision, equipment, tools, transportation, temporary facilities, and incidental materials necessary to complete the revegetation work shown in the Contract Documents.

- Receive, transport within the site, stage, protect, and install Project Owner-furnished native plant materials in accordance with the Contract Documents.
- Furnish all labor, equipment, and incidental materials required to complete planting operations.
- Install plant materials at the locations, densities, and configurations shown in the Contract Documents.
- Coordinate receipt and handling of Owner-furnished plant materials with the Project Owner.
- Protect existing restoration features, adjacent vegetation, utilities, and site improvements from damage during construction.
- Maintain safe access and orderly work areas throughout construction.
- Complete required documentation associated with plant installation and other Work performed under the Contract.

- Restore temporary disturbance resulting from construction, staging, or access-related activities.
- Perform all work in accordance with applicable permits, environmental requirements, and the Contract Documents.

The Project shall be completed during the planting windows identified in Table 1: Project Milestones, and within the Contract Time established by the Notice to Proceed.

Herbicide application, site preparation, and post-installation plant establishment are not included in this Contract.

1.4 Owner-Furnished Materials

The Project Owner will furnish the native plant materials, mulch required, and any soil conditioners (if applicable) for installation under this Contract. The Bid Schedule does not include procurement of plant materials by the Contractor unless specifically identified as an Additive Alternate or otherwise noted in the [Contract Documents](#). For more details on the coordination, receipt, handling, and care of owner-furnished materials, see [Section 4.5](#).

1.5 Contract Time

The Contractor shall complete the Project within the Contract Time established in the Notice to Proceed, in accordance with Table 1: Project Milestones, and as further provided in the [Contract Documents](#).

The anticipated Project schedule and seasonal planting windows are described in Table 1: Project Milestones. The Contractor shall plan and perform the Work in a manner that supports completion of the Project within those anticipated timeframes.

Because the Work is dependent upon seasonal planting windows, timely performance is an essential requirement of the Contract. Actual dates may be adjusted to accommodate weather, site conditions, plant availability, permitting requirements, or other Project considerations. Any Contractor proposed schedule modifications must be approved in writing by the Project Owner. The Project Owner reserves the right to modify the planting schedule and Contract Time to suit the needs of the Project, and will issue modifications in writing. Failure to complete the work in the approved timeframe constitutes a material failure to perform the Contract and may result in actions authorized by the [Contract Documents](#).

Table 1: Project Milestones

Milestone	Anticipated Timeframe
Contract Execution	September, 11, 2026
Preconstruction Meeting	Prior to commencement of mobilization
Tidal Marsh Planting	Late October-December, 2026
Tidal Swamp Planting	Late February-April, 2027

Completion Date	April 30, 2027
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Section 2 – Instructions to Bidders

2.1 Invitation and Procurement Authority

This ITB is issued by Project Owner for the haich ikt'at'uu Revegetation Project.

This procurement is conducted in accordance with applicable federal grant requirements, Oregon law, and the Project Owner's procurement policies. The Project Owner intends to award a Contract to the **apparent lowest responsive and responsible Bidder** unless all Bids are rejected or the solicitation is canceled in accordance with these Instructions to Bidders.

Because this Project is **subject to applicable State of Oregon and Federal prevailing wage requirements**, Bidders shall prepare their Bids accordingly. The applicable wage rates and related requirements are included in the [Contract Documents](#).

2.2 Procurement Milestones

The anticipated procurement schedule is provided below. The Project Owner reserves the right to revise these dates by written Addendum.

Table 2: Procurement Milestones

Milestone	Proposed Date
Invitation to Bid Posted	Friday, July 31, 2026
Mandatory Pre-Bid Site Visit	Thursday, August 13, 2026, 10:00 AM
Deadline for Questions	Friday, August 17, 2026, 5:00 PM
Final Responses and Site Visit Q&A Posting	Wednesday, August 19, 2026, 5:00 PM
Bids Due	Thursday, August 27, 2026, 2:00 PM
Online Bid Opening	Thursday, August 27, 2026, 2:05 PM
Notice of Intent to Award	Tuesday, September 1, 2026, 5:00 PM
Protest Deadline	Tuesday, September 8, 2026, 5:00 PM
Contract Execution	Friday, September 11, 2026
Pre-construction meeting	TBD
Notice to Proceed issued	After Pre-construction meeting

2.3 Requests for Clarification

Questions regarding this ITB shall be submitted in writing by email no later than the Deadline for Questions identified in Table 2: Procurement Milestones. Questions received after the published deadline may not be answered. Responses affecting the procurement will be issued by written Addendum and shared publicly. Verbal interpretations shall not modify the Contract Documents.

2.4 Addenda

Changes to this ITB will be made only by written Addendum. Each Addendum becomes part of the [Contract Documents](#). Bidders are responsible for acknowledging receipt of all Addenda. Bidder will confirm receipt of all Addenda by returning a digital version of a signed copy of the Addendum. Paper copies, hand delivered or otherwise, will not be accepted. Failure to acknowledge a material Addendum may result in the Bid being determined nonresponsive.

2.5 Mandatory Pre-Bid Site Visit

A **mandatory** site visit will be offered in accordance with Table 2, [Section 2.2](#). The purpose of the meeting is to discuss the work to be performed with the prospective Bidders and allow them to ask questions concerning this ITB. Please RSVP the Project Manager.

Attendance at one Project Owner-conducted site visit is a condition of responsiveness. Bidders unable to attend the scheduled mandatory site visit shall notify the Project Owner as soon as practicable. At the Project Owner's discretion, an alternate site visit may be arranged before the Deadline for Questions in Table 2, [Section 2.2](#). Only bidders attending the scheduled site visit or an approved alternate site visit will be eligible to submit a Bid. Scheduling of alternate site visits will not modify the dates of subsequent Procurement Milestones.

No verbal statements made during the site visit shall be interpreted as binding. All substantive questions asked during the site visit will be recorded and then answered via a written Addendum, shared with all Bidders, and then incorporated into the Contract Documents. Attendance shall be documented by a sign-in sheet maintained by the Project Owner. A list of attending companies will be published with the Addendum as a record of those who have met the attendance requirement. This holds true for all alternate site-visits as well.

Each prospective Bidder shall be represented by at least one authorized representative at the mandatory pre-bid site visit or an alternate site visit approved by the Project Owner. Multiple representatives from the same prospective Bidder may attend; however, attendance by any one authorized representative shall satisfy the attendance requirement for that Bidder. Representatives of subcontractors, consultants, or suppliers shall not satisfy the attendance requirement unless they are expressly attending on behalf of an identified prospective Bidder, which shall be denoted in the sign-in sheet.

2.6 Minimum Qualifications (Pass/Fail)

Requirements

The following Minimum Bidder Qualifications are evaluated on a **Pass/Fail** basis. To be considered for award, the Bidder shall demonstrate that it meets each of the requirements identified in this Section. Failure to satisfy any minimum qualification, or failure to provide sufficient information to permit the Project Owner to verify compliance, may result in the Bid being determined nonresponsive or the Bidder being determined not responsible.

The minimum qualifications are as follows:

- The Owner/Company is qualified to hold a public improvement contract according to the Oregon Construction Contractors Board under ORS 701.227
- **Contract Default/Breach.** Contractor should not have had a contract terminated for default or breach in the last 5 years. Termination for default is defined as notice to stop work that was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either
 1. Not litigated due to inaction on the part of the Bidder, or
 2. Litigated and determined that the Bidder was in default.

Note: If a Bidder has had a contract terminated for default in this period, then the Bidder shall submit full details including the other party's name, address and phone number. Project Owner will evaluate the facts and may, at its sole discretion, reject the bid on the grounds of Bidder's past performance.

- **Relevant Experience.** The Bidder shall demonstrate successful completion of at least **two (2)** projects of similar scope and complexity involving native plant installation, ecological restoration, wetland restoration, estuarine experience, revegetation, habitat enhancement, or closely related work completed within the past **ten (10) years**.
- **Project References.** The Bidder shall provide the names and contact information for at least **two (2)** project references familiar with the Bidder's performance on the projects identified above. Bidder must provide at least **one (1)** reference from **each** listed project.
- **Insurance.** The Bidder shall demonstrate its ability to satisfy the insurance requirements identified in [Section 3.3](#) by submitting Certificates of Insurance (COI) with its Bid. Bidders will not be required to name Project Owner on their COI as part of the bidding process, but, upon award of the contract, the awardee must provide a COI naming the Project Owner as a Certificate Holder.
- **Bonding.** Bidder shall demonstrate its ability to provide performance and payment bonds, as referenced in [Section 3.4](#)
- **Federal Eligibility.** Because this Project is funded in whole or in part with federal funds, the Bidder shall be registered in the System for Award Management (SAM.gov) and shall not be suspended, debarred, or otherwise ineligible to participate in federally funded contracts.
- **Prevailing Wage Compliance.** The Bidder shall certify that it has reviewed the prevailing wage requirements applicable to this Project, including the Davis-Bacon Act and applicable Oregon Bureau of Labor and Industries (BOLI) requirements, understands its obligations under those laws, and possesses the administrative capability to comply with all applicable prevailing wage requirements, including submission of certified payroll records as required by the [Contract Documents](#).
- **Capability to Perform.** The Bidder shall possess the personnel, equipment, financial resources, and organizational capacity necessary to complete the Work within the Contract Time and in accordance with the Contract Documents.

Instructions for Submittal of Contractor Qualifications

Please provide the following information in a separate document, labeled “*Minimum Qualifications.*”

- Company Information
 1. Indicate whether Bidder is a sole proprietor, partnership, LLC, corporation, or other (specify).
 2. Indicate how many years Bidder has continuously been in business related to providing invasive vegetation management, large-scale planting, and plant management.
 3. A list and copy of applicable licenses and meets minimum insurance requirements related to the work to be performed, including, but not limited to:
 1. CCB License #
 2. SAM.gov Unique Entity ID#
 3. Certificate of Insurance meeting or exceeding the minimum requirements in [Section 3.3](#).
 4. Signed copies of the following forms included in [Section 5](#) – Bid Forms
 1. [Certification of Non-Discrimination](#)
 2. [Employee Drug Testing Program Certification](#)
 3. [Certification of Compliance with Prevailing Wage Laws](#)
 4. [Non-collusion Affidavit](#)
 5. [Debarment and Suspension Certification](#)
- Indicate whether Contactor has had a contract terminated for default or breach (as described under [Requirements](#)) in the last 5 years. If a Bidder has had a contract terminated for default in this period, then the Bidder shall submit full details consistent with the requirements defined in [Section 2.6](#).
- **Related Project Experience:** Bidder shall provide references for a minimum of two (2) clients in the past 10 years similar in nature to the requirements specified and required for this bid. For each client reference, the following information shall be provided:
 1. Project name;
 2. Project location;
 3. Client or owner organization;
 4. Reference name and title;
 5. Telephone number;
 6. Email address; and
 7. Brief description of the work performed.
 8. Original contracted due date & actual completion date

9. Original contracted cost and actual cost at the time of final completion date

The Project Owner reserves the right to investigate and verify the information submitted by the Bidder, including, but not limited to, contacting references, reviewing prior project performance, confirming licensing and registration status, verifying federal eligibility, and obtaining information from other available sources relevant to the Bidder's qualifications and responsibility.

Failure to provide requested qualification information, or submission of information determined by the Project Owner to be materially false or misleading, may result in the Bid being rejected or the Bidder being determined not responsible.

2.7 Preparation of Bids

Bids shall be prepared using the Bid Forms provided. All requested information shall be completed. The Bidder is responsible for the accuracy, completeness, and proper execution of the submitted Bid.

2.8 Bid Guarantee

Bidders will provide a bid guarantee of **five percent (5%) of the total Bid amount**. The Bid Guarantee shall secure the Bidder's obligation to execute the Contract and furnish the required payment and performance bonds within the time specified following Notice of Award. The bid guarantee requirements include, but are not limited to:

- Shall be furnished by a bonding company licensed to do business in the State of Oregon and listed by the United States Department of the Treasury as an acceptable surety.
- Shall be accompanied by power of attorney bearing the same date as the bond.

The Project Owner shall return the bid bond of the successful Bidder to the Bidder after the Bidder:

- Executes the Contract; and
- Delivers a good and sufficient performance bond, a good and sufficient payment bond, and any required proof of insurance

A bidder who is awarded a contract and who fails promptly and properly to execute the contract and to deliver the performance bond, the payment bond, and the proof of insurance, when bonds or insurance are required, shall forfeit the bid security that accompanied the successful bid. The bid security shall be taken and considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and deliver the bonds and proof of insurance.

The Project Owner by return the bid security of unsuccessful bidders to them when the bids have been opened and the contract has been awarded, and may not retain the bid security after the contract has been duly signed.

Project Owner reserves the right to retain the bid security of the next two qualified Bidders until the selected Bidder enters into a contract with Project Owner. Bid security of all other non-successful bidders will be returned as soon as practicable after the bid opening.

2.9 Electronic Bid Submission

Submissions to which following requirements apply include, but are not limited to: Bidder's Minimum Qualifications, the Final Bid, Requests for Information, Protests of the Solicitation Requirements, and Protests of the Intent to Award.

Electronic Bid submissions only. File type: searchable PDF.

Email to Nathan LeClear (nathan@mckenzieiver.org) and cc Eli Tome (eli@mckenzieiver.org). Subject: 'haich ikt'at'uu Tidal Wetland Revegetation: S-26-1_Company Name'. Maximum email size 25 MB.

Late Bids will not be accepted. A Bid is considered received at the date and time recorded by the Project Owner's email system. Project Owner will acknowledge receipt by return email. If confirmation is not received before the Bid Due date identified in Table 2 in [Section 2.2](#), the Bidder is responsible for contacting the Project Owner. Revised Bids submitted before the deadline supersede previous submissions. Corrupted, encrypted, password-protected, or otherwise inaccessible submissions may be rejected as nonresponsive.

2.10 Bid Opening

Bids will be opened on the date identified in Table 2: Procurement Milestones. The apparent lowest responsive and responsible Bidder does not become the successful Bidder until evaluations of responsiveness and responsibility are complete and a Notice of Intent to Award is issued.

2.11 Errors and Clarifications

The Project Owner may request that a Bidder clarify an apparent clerical, typographical, arithmetic error, or ambiguity when doing so will not materially modify the Bid, prejudice fair competition, or provide an opportunity to improve the Bid after opening. The Project Owner will not revise or correct a Bid on behalf of a Bidder except for minor administrative matters that do not affect the substance of the Bid. Failure to provide a satisfactory clarification may result in the Bid being determined nonresponsive.

2.12 Withdrawal or Correction After Bid Opening

After Bid opening, a Bid may be withdrawn or corrected only to the extent permitted by applicable law and only upon written request. Withdrawal may be permitted upon satisfactory evidence of a material mistake when doing so will not prejudice the integrity of the competitive bidding process. Corrections affecting the substance of the Bid or the relative standing of Bidders will not be permitted.

2.13 Bid Evaluation and Award

The Project Owner will evaluate timely received Bids to determine responsiveness and responsibility. Subject to those determinations, the Project Owner intends to award the Contract to the **lowest responsive and responsible Bidder** whose Bid substantially complies with the ITB and Contract Documents. Bids for Add/Alt items will be included in the determination of the apparent lowest Bid. **Quantities specified as Add Alt items in the Bid Schedule will be subtracted from their corresponding base bid items should the Project Owner decide to use soil conditioner backfill for a portion of installed plants.**

Clarifications may be requested when they do not prejudice fair competition. The Notice of Intent to Award will be issued in accordance with Table 2: Procurement Milestones.

As part of its responsibility determination, the Project Owner will contact Bidder-provided references, verify that the apparent low Bidder is eligible to receive federal funds, including verification of active SAM registration and non-debarment status, has the necessary licenses and bonding via the Oregon Construction Contractor's Board database, and that the Bidder meets minimum insurance requirements.

2.14 Reservation of Rights

The Project Owner reserves the right, at any time and in its best interest and to the extent permitted by applicable law, to:

1. Reject any or all Bids;
2. Waive minor informalities, irregularities, or defects in a Bid that do not affect the price, quality, quantity, delivery, or fairness of the procurement;
3. Request clarification of any Bid in accordance with [Section 2.11](#);
4. Determine whether a Bid is responsive and whether a Bidder is responsible in accordance with the requirements of this ITB;
5. Verify information submitted by a Bidder, including references, licensing, registrations, financial capability, insurance, and other qualifications;
6. Issue Addenda, revise the solicitation, extend or modify procurement deadlines, postpone the Bid opening, or cancel or reissue this ITB;
7. Cancel this procurement at any time before execution of a Contract;
8. Correct obvious clerical or administrative errors in the solicitation or procurement process that do not prejudice fair competition;
9. Request additional documentation necessary to confirm a Bidder's compliance with the requirements of this ITB;
10. Award the Contract in accordance with Section 2.12 or decline to award a Contract if doing so is determined to be in the best interest of the Project Owner or required by funding, regulatory, or legal considerations.

The exercise or non-exercise of any right reserved in this Section shall not create any liability to the Project Owner for costs incurred by any Bidder in preparing or submitting a Bid.

2.15 Protest of Solicitation Requirements

Any interested party may submit a written protest before the Deadline for Questions identified in [Table 2](#). The protest shall identify the challenged provision, factual and legal basis, and requested remedy. The Project Owner will issue a written response and may revise the ITB by Addendum.

2.16 Protest of Intended Award

A Bidder may submit a written protest no later than the Protest Deadline identified in [Table 2](#). The protest shall identify the grounds, factual basis, and requested relief. The Project Owner will issue a written determination prior to contract execution.

Section 3 – General Conditions

3.0 General Administration

The provisions of this Section establish the general administrative requirements governing performance of the Contract.

Unless expressly stated otherwise, the rights, remedies, duties, and authorities provided by the Contract Documents are cumulative and may be exercised independently or concurrently. No provision of this Section shall be interpreted to limit any other right, remedy, or authority available to the Project Owner or Contractor under the Contract Documents or applicable law.

References within this Section to specific remedies or actions are provided for convenience and clarification and are not intended to be exclusive.

3.1 Contract Award

Following evaluation of all timely received Bids, the Project Owner intends to award the Contract to the lowest responsive and responsible Bidder whose Bid substantially complies with the requirements of the Invitation to Bid and the Contract Documents.

The Project Owner will issue a Notice of Intent to Award in accordance with Table 2: Procurement Milestones.

Issuance of a Notice of Intent to Award does not constitute execution of a Contract. No contractual relationship shall exist between the Project Owner and the successful Bidder until the Contract has been executed by both parties.

The successful Bidder shall execute the Project Owner's standard construction contract, incorporating the requirements of this Invitation to Bid and the Contract Documents. The Contract shall not materially alter the rights, obligations, or risk allocation set forth in this Invitation to Bid.

If the successful Bidder fails to satisfy the requirements for Contract execution within the time established by the Project Owner, the Project Owner may withdraw the proposed award and award the Contract to another responsive and responsible Bidder or take any other action authorized by the Contract Documents or applicable law.

3.2 Contract Documents

The Contract between the Project Owner and the Contractor consists of the Contract Documents identified in this Section. The Contract Documents establish the rights, responsibilities, and obligations of the parties and shall be read as a single integrated agreement.

The Contract Documents include, but are not limited to, the following:

1. Executed Contract Agreement
2. Change Orders and written Contract Modifications executed after Contract award
3. Addenda issued prior to Bid opening
4. General Conditions (Section 3 of this Invitation to Bid)
5. 2024 Oregon Standard Specifications for Construction
6. Special Provisions
7. Technical Specifications
8. Revegetation phase Construction Documents
9. Project Information (Section 1 of this Invitation to Bid)
10. Executed Bid Forms
11. Instructions to Bidders (Section 2 of this Invitation to Bid), to the extent incorporated after award
12. Notice to Proceed (establishing the beginning of Contract Time and authorizing performance of the Project)
13. Appendices and Exhibits incorporated by reference into the Contract

In the event of a conflict among the Contract Documents, the Project Owner shall interpret the Contract Documents to give effect to the intent of the Contract. If a conflict cannot reasonably be resolved by interpretation, the following order of precedence shall apply:

1. Executed Change Orders and Contract Modifications
2. Executed Contract Agreement
3. Addenda
4. Special Provisions
5. Technical Specifications
6. Revegetation phase Construction Documents
7. General Conditions (Section 3 of this Invitation to Bid)
8. 2024 Oregon Standard Specifications for Construction
9. Notice to Proceed
10. Project Information (Section 1 of this Invitation to Bid)

11. Executed Bid Forms
12. Instructions to Bidders (Section 2 of this Invitation to Bid), to the extent incorporated
13. Appendices and Exhibits

Written specifications shall govern over graphic representations where a discrepancy exists, unless expressly stated otherwise.

The Contractor shall promptly notify the Project Owner upon discovery of any ambiguity, inconsistency, omission, or conflict within the Contract Documents. The Contractor shall not proceed with affected Work until receiving written direction from the Project Owner.

No oral statement, field instruction, or informal communication shall modify the Contract Documents. Modifications to the Contract shall be effective only when made in writing and executed in accordance with the Contract Documents (see [Section 3.10](#) – Changes to Work).

3.3 Insurance Requirements

The Contractor shall procure and maintain, at its own expense, the insurance coverage specified in this Section for the duration of the Contract. Insurance shall be provided by insurers authorized to transact business in the State of Oregon and having an A.M. Best rating acceptable to the Project Owner.

1. Workers' Compensation Insurance as required by the laws of the State of Oregon, including Employer's Liability coverage where applicable.
2. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, personal injury, and property damage arising out of the execution of the Scope of Work for the Project.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles, boats, construction equipment, and Off-highway Vehicles used in connection with the Project with a combined single limit of not less than \$1,000,000 per accident.

As part of its Bid, each Bidder shall submit Certificates of Insurance demonstrating that the insurance required by the Contract Documents is currently in force.

Prior to Contract execution, the successful Bidder shall provide current Certificates of Insurance naming McKenzie River Trust as an Additional Insured under the Commercial General Liability policy, together with any endorsements required by the Contract Documents.

The Contractor shall maintain the required insurance throughout the performance of the Work and shall provide evidence of renewal upon request by the Project Owner.

Any subcontractor performing Work under the Contract shall maintain insurance meeting the requirements of this Section. The Contractor shall be responsible for ensuring that subcontractors comply with these requirements and shall provide evidence of such coverage upon request by the Project Owner.

Failure to maintain the required insurance coverage or provide required documentation may constitute grounds for withholding Contract execution, suspension of the Work, or termination of the Contract in accordance with the Contract Documents.

3.4 Bonds

The successful Bidder shall furnish bonding in accordance with applicable federal requirements as a condition of Contract award

1. Performance Bond

Prior to execution of the Contract, the Successful Bidder shall furnish a **Performance Bond in an amount equal to one hundred percent (100%) of the Contract Price**. The Performance Bond shall guarantee faithful performance of all Contract obligations.

2. Payment Bond

Prior to execution of the Contract, the Successful Bidder shall furnish a **Payment Bond in an amount equal to one hundred percent (100%) of the Contract Price**. The Payment Bond shall protect all persons supplying labor and materials in the prosecution of the Work.

3. Surety Requirements

All required bonds shall be issued by a surety company authorized to conduct business in the State of Oregon and listed as an acceptable surety by the United States Department of the Treasury. The Project Owner reserves the right to reject any surety that does not meet these requirements.

4. Failure to Furnish Bonds

Failure of the Successful Bidder to furnish the required bonds within the time specified in the Notice of Award may constitute grounds for withdrawal of the award, forfeiture of the Bid Guarantee, and award of the Contract to the next lowest responsive and responsible Bidder, or other action deemed appropriate by the Project Owner.

3.5 Notice to Proceed

Following execution of the Contract, the Project Owner will issue a written Notice to Proceed establishing the date on which the Contractor is authorized to begin the Work.

The Notice to Proceed establishes the commencement of the Contract Time unless otherwise stated in the Notice to Proceed.

The Contractor shall not begin Work at the Project site prior to receipt of the Notice to Proceed unless specifically authorized in writing by the Project Owner.

The Project Owner may withhold issuance of the Notice to Proceed until the successful Bidder has satisfied all requirements for Contract execution, including, but not limited to:

- Execution of the Contract by both parties;
- Submission of Certificates of Insurance and required endorsements in accordance with [Section 3.3](#);
- Submission of any additional documents required by the Contract Documents; and
- Satisfaction of any other conditions identified in the Notice of Intent to Award or Contract Documents.

The Contractor shall coordinate with the Project Owner regarding the Preconstruction Meeting, delivery of Owner-furnished plant materials, site access, and commencement of the Work following issuance of the Notice to Proceed by the Project Owner.

3.6 Project Coordination

The Project Owner will designate a Project Representative who shall serve as the primary point of contact for administration of the Contract.

The Contractor shall designate a competent Superintendent who is authorized to act on behalf of the Contractor and shall be responsible for supervising the Work, coordinating subcontractors, and communicating with the Project Owner throughout performance of the Contract. The Superintendent or an authorized designee shall be available whenever Work is in progress.

The Contractor shall coordinate its operations with the Project Owner to facilitate site access, delivery of Owner-furnished plant materials, scheduling of Work, and coordination with Project Partners as necessary to support successful completion of the Project.

The Project Owner may involve representatives of the Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians, the Siuslaw Watershed Council, funding agencies, regulatory agencies, or other Project Partners in Project meetings, inspections, and coordination activities. Such participation does not modify the authority of the Project Owner to administer the Contract or direct the Work.

The Contractor shall promptly notify the Project Owner of any condition that may affect the Contract Time, quality of the Work, safety, environmental compliance, or successful completion of the Project.

Project coordination meetings may be conducted before commencement of the Work and periodically thereafter as determined by the Project Owner. The Contractor shall attend such meetings as requested.

3.7 Subcontractors

The Contractor may subcontract portions of the Work; however, the Contractor remains fully responsible for the performance of all Work required under the Contract.

The Contractor shall be responsible for the acts, omissions, and performance of its subcontractors and suppliers to the same extent as if such acts or omissions were those of the Contractor.

The Contractor shall ensure that all subcontractors comply with the requirements of the Contract Documents, including applicable safety requirements, environmental requirements, insurance requirements, prevailing wage requirements, and all applicable federal and state laws.

The Project Owner reserves the right to require the Contractor to remove and replace any subcontractor whose performance is determined to be unsatisfactory or whose continued participation would adversely affect the successful completion of the Project. Such action shall not relieve the Contractor of its obligations under the Contract.

Nothing in this Contract shall create a contractual relationship between the Project Owner and any subcontractor or supplier.

3.10 Changes to the Work

The Project Owner may, without invalidating the Contract, order changes within the general scope of the Work, including additions, deletions, modifications, or revisions to the Work, when such changes are determined to be in the best interest of the Project.

No change to the Contract Price, Contract Time, or Scope of Work shall be effective unless authorized by a written Change Order executed by the Project Owner and the Contractor.

The Project Owner may issue written Field Directives to clarify the Contract Documents or direct minor changes that do not alter the Contract Price or Contract Time. The Contractor shall promptly comply with such directives.

If the Contractor believes that any instruction, directive, or circumstance constitutes a change to the Contract Price or Contract Time, the Contractor shall notify the Project Owner in writing before proceeding with the affected Work, unless immediate action is necessary to protect public safety, the natural environment, or the Work.

Failure to provide timely written notice may constitute a waiver of any claim for additional compensation or additional Contract Time associated with the change.

The Contractor shall not perform additional Work or omit required Work that results in a change to the Contract Price, Contract Time, or Scope of Work based upon verbal direction or informal communications. Work performed without written authorization may be considered unauthorized and may not be eligible for additional compensation or adjustment of the Contract Time.

3.11 Payment

The Contract Price shall be paid in accordance with the Contract Agreement and the provisions of this Section.

The Contractor may submit periodic Applications for Payment for Work satisfactorily completed, but not more frequently than **1 per calendar month**. Each Application for Payment shall include sufficient documentation to demonstrate the quantity and value of the work performed during the payment period, together with any supporting documentation required by the Contract Documents.

The Project Owner will review each Application for Payment and may approve payment for Work that has been satisfactorily completed in accordance with the Contract Documents. The Project Owner may reject or request additional documentation for any portion of an Application for Payment that is incomplete, inaccurate, unsupported, or not in compliance with the Contract Documents.

Retainage

The Project Owner will retain **five percent (5%)** of **each** approved Application for Payment as retainage. Retainage will be withheld until Final Completion of the Work has been certified by the Project Owner and all requirements of the Contract Documents have been satisfied.

The Project Owner may withhold payment, in whole or in part, to protect the interests of the Project, including but not limited to defective Work, failure to comply with the Contract Documents, unresolved claims, failure to pay subcontractors or suppliers, failure to comply with prevailing wage requirements, or other conditions that may reasonably jeopardize successful completion of the Work.

Payment by the Project Owner does not constitute acceptance of the Work and does not relieve the Contractor of responsibility for correcting defective or nonconforming Work.

Following Final Completion, the Contractor may submit a final Application for Payment. Final payment, including release of retainage, shall be made after the Project Owner has determined that:

- The Work has been satisfactorily completed in accordance with the Contract Documents;
- Final Completion has been certified by the Project Owner;
- All required closeout documentation has been submitted and accepted;
- All certified payroll records and other required prevailing wage documentation have been submitted;
- All other obligations of the Contract have been fulfilled.

The Project Owner may require submission of lien waivers, releases, affidavits, or other documentation reasonably necessary to verify compliance with the Contract Documents before issuing final payment.

3.12 Suspension and Termination

The Project Owner may suspend all or any portion of the Work, in whole or in part, when the Project Owner determines that suspension is necessary to protect public safety, protect Project

resources, comply with applicable law or permit requirements, address unforeseen site conditions, or otherwise serve the best interests of the Project.

Upon receipt of written notice of suspension, the Contractor shall immediately suspend the affected Work as directed by the Project Owner and shall take reasonable measures to protect completed Work, Owner-furnished materials, equipment, and the Project site during the period of suspension, including, but not limited to, securing the site from public/unauthorized access.

If the suspension is not the result of any act or omission of the Contractor, the Project Owner and Contractor may negotiate an equitable adjustment to the Contract Time and, where appropriate, the Contract Price.

The Project Owner may terminate the Contract for cause upon written notice if the Contractor:

- Fails to prosecute the Work with sufficient diligence;
- Fails to perform the Work in accordance with the Contract Documents;
- Fails to maintain required insurance;
- Fails to comply with applicable laws, permit requirements, or prevailing wage requirements;
- Becomes insolvent, abandons the Work, or otherwise materially breaches the Contract.

Before terminating the Contract for cause, the Project Owner will provide written notice describing the deficiency and provide the Contractor a reasonable opportunity to cure the deficiency, unless the nature of the deficiency requires immediate action to protect public safety, the environment, or the Project.

If the Contractor fails to cure the deficiency within the time specified by the Project Owner, the Project Owner may terminate the Contract and complete the Work by any lawful means. The Contractor shall remain responsible for any additional costs incurred by the Project Owner resulting from the Contractor's default, to the extent permitted by law.

The Project Owner may terminate the Contract for convenience at any time upon written notice to the Contractor. In the event of termination for convenience, the Contractor shall be compensated for satisfactorily completed Work performed through the effective date of termination, together with any other compensation required by the Contract Documents. The Contractor shall not be entitled to compensation for anticipated profits on unperformed Work.

Upon suspension or termination, the Contractor shall promptly deliver to the Project Owner all Work products, records, reports, and other materials required by the Contract Documents, and shall cooperate with the Project Owner to facilitate an orderly transition or completion of the Work.

3.13 Indemnification

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Project Owner, its officers, directors, employees, agents, volunteers, and authorized representatives from and against all claims, demands, damages, losses, liabilities,

judgments, penalties, fines, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, liability, or expense is caused in whole or in part by the negligent act or omission, recklessness, or willful misconduct of the Contractor, its subcontractors, suppliers, or anyone directly or indirectly employed by or acting on behalf of the Contractor.

The Contractor's duty to defend, indemnify, and hold harmless does not apply to the extent that a claim, damage, loss, or expense is caused by the sole negligence or willful misconduct of the Project Owner.

The obligations set forth in this Section shall not be construed to require the Contractor to indemnify the Project Owner for liability that is prohibited by applicable law.

The Contractor's obligations under this Section are independent of, and shall not be limited by, the insurance requirements of this Contract. The limits of insurance required under Section 3.3 shall not limit the extent of the Contractor's indemnification obligations.

The obligations contained in this Section shall survive Final Completion, final payment, and termination of the Contract to the extent permitted by law with respect to claims arising from the Contractor's performance of the Work.

3.14 Prevailing Wage Requirements

The Work under this Contract is subject to applicable federal and state prevailing wage requirements, including the Davis-Bacon Act, as amended, and the applicable requirements of the Oregon Bureau of Labor and Industries (BOLI).

The Contractor shall pay all employees under this Contract not less than the applicable prevailing wage rates and fringe benefits required by the Contract Documents and applicable law.

The Contractor shall comply with all federal and state prevailing wage requirements applicable to the Work, including wage determinations, employee classifications, payroll practices, apprentice requirements, and recordkeeping obligations.

Where the requirements of applicable federal and state prevailing wage laws differ, the Contractor shall comply with the requirement that is more stringent or provides the greater benefit or protection to the affected employee, unless otherwise required by applicable law.

The Contractor shall submit certified payroll records to the Project Owner at the Project Owner's request as verification of compliance with applicable prevailing wage requirements. The Contractor shall require all subcontractors to submit certified payroll records meeting the same requirements.

The Contractor shall maintain payroll records and other documentation required by applicable law and shall make such records available to the Project Owner or other authorized agencies upon request.

Failure to comply with applicable prevailing wage requirements may constitute a material breach of the Contract and may result in suspension of the Work, termination for cause, or any other remedy available under the Contract Documents or applicable law.

Nothing in this Section relieves the Contractor of its responsibility to comply with all applicable federal and state labor laws governing the performance of the Work.

3.15 Federal Requirements

The Work is funded in whole or in part with federal funds. The Contractor shall comply with all applicable federal statutes, regulations, executive orders, and grant requirements incorporated into the Contract Documents.

The Contractor shall comply with all federal contract provisions required by 2 CFR Part 200, Appendix II to Part 200, and any additional federal requirements identified in the Contract Documents or required by the Project Owner's funding agreements.

The Contractor shall maintain an active registration in the System for Award Management (SAM.gov) and remain eligible to participate in federally funded contracts throughout the Contract. The Contractor shall notify the Project Owner in writing within five (5) business days of any suspension, debarment, proposed debarment, lapse in SAM registration, or other event affecting its eligibility to participate in federally funded contracts.

The Contractor shall require all subcontractors performing Work under this Contract to comply with applicable federal requirements to the extent required by law and the Contract Documents.

The Contractor shall maintain all records required by applicable federal requirements and shall make such records available for inspection, audit, or copying by the Project Owner and any federal or state agency having jurisdiction over the Project for the period required by applicable law.

Failure to comply with applicable federal requirements may constitute a material breach of the Contract and may result in suspension of the Work, termination for cause, or any other remedy available under the Contract Documents or applicable law.

Nothing in this Section limits the Contractor's responsibility to comply with any additional federal requirements incorporated into the Contract Documents by Addendum, funding agreement, or applicable law.

3.16 Dispute Resolution

The Project Owner and the Contractor shall make a good-faith effort to resolve any dispute arising under or relating to the Contract through informal discussions before initiating formal legal proceedings.

If a dispute cannot be resolved through informal discussions, either party may submit a written request for a meeting to discuss the matter. Representatives of the Project Owner and the Contractor with authority to resolve the dispute shall meet within a reasonable time to attempt resolution.

Pending resolution of any dispute, the Contractor shall continue to perform the Work in accordance with the Contract Documents unless otherwise directed in writing by the Project Owner.

Unless otherwise required by applicable law, any legal action arising from or relating to this Contract shall be brought in a court of competent jurisdiction located in the State of Oregon. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon.

Section 4 – Scope of Work and Technical Requirements

4.1 Summary of Work

The Work under this Contract consists of furnishing all labor, supervision, equipment, tools, transportation, temporary facilities, consumable materials, and incidentals necessary to complete the Project in accordance with the Contract Documents.

The primary objective of the Work is to establish native tidal marsh and tidal swamp plant communities within the restored haich ikt'at'uu site through installation of Project Owner-furnished native plant materials. The Work shall be performed in a manner that supports the long-term ecological objectives of the restoration project while protecting completed restoration features, existing vegetation, cultural resources, and environmentally sensitive areas.

The Work generally includes receiving, staging, protecting, transporting within the Project site, and installing Project Owner-furnished native plant materials; furnishing all labor, equipment, tools, temporary facilities, consumable materials, and incidental items; coordinating plant deliveries; protecting restoration features and sensitive resources; maintaining safe access and environmental protections; completing required documentation; and restoring temporary disturbances.

The Project Owner will furnish the native plant materials required for the Work as described in Section 4.5. Except where specifically identified in the Bid Schedule or Contract Documents, procurement of plant materials is not part of this Contract.

Herbicide application, long-term plant establishment, maintenance, irrigation, and monitoring are not included in this Contract unless specifically identified elsewhere in the Contract Documents.

The Contractor shall perform all Work in accordance with the Plans, Technical Specifications, Special Provisions, applicable permits, applicable federal and state laws, and all other Contract Documents. The Technical Specifications establish the detailed technical requirements governing performance of the Work and are incorporated herein by reference.

4.2 Contractor Responsibilities

The Contractor shall furnish all labor, supervision, personnel, equipment, tools, transportation, temporary facilities, consumable materials, and incidental items necessary to complete the Work, except as otherwise expressly identified in the Contract Documents as being furnished by the Project Owner.

The Contractor shall perform the Work in accordance with the Contract Documents, including the Plans, Technical Specifications, applicable permits, applicable federal and state laws, and written directives issued by the Project Owner in accordance with the Contract.

The Contractor's responsibilities include, but are not limited to, the following:

- Designate a responsible superintendent to serve as the primary point of contact for the Contractor and attend the Preconstruction Meeting and periodic progress meetings.
- Coordinate with the Project Owner regarding scheduling, site access, delivery of Owner-furnished plant materials, and sequencing of the Work.
- Securing site during the Contract Time in the Notice to Proceed
- Receive, inspect, unload, transport within the Project site, stage, protect, and install Owner-furnished plant materials in accordance with the Contract Documents.
- Provide qualified personnel experienced in ecological restoration and native plant installation to perform the Work.
- Furnish and maintain all equipment, tools, temporary facilities, traffic control, temporary erosion and sediment control measures, and other resources necessary to safely complete the Work.
- Protect Owner-furnished materials, completed restoration features, adjacent vegetation, cultural resources, utilities, existing improvements, and environmentally sensitive areas from damage resulting from the Contractor's operations.
- Maintain a safe, clean, and orderly Project site throughout construction and remove waste, debris, and temporary facilities upon completion of the Work.
- Comply with all applicable permit conditions, environmental protection requirements, prevailing wage requirements, safety regulations, and other applicable federal, state, and local laws
- Coordinate and supervise the Work of subcontractors and suppliers and remain fully responsible for their performance.

- Promptly notify the Project Owner in writing of any discrepancies, conflicts, unforeseen site conditions, damaged Owner-furnished materials, or other conditions that may affect the quality, cost, schedule, or successful completion of the Work.
- Submit all documentation required by the Contract Documents, including applications for payment, certified payroll records, required submittals, and closeout documentation.
- Correct defective or nonconforming Work at no additional cost to the Project Owner when required by the Contract Documents.
- Maintain an active registration in the **System for Award Management (SAM.gov)**, provide its **Unique Entity Identifier (UEI)** with its Bid, and not be suspended, debarred, or otherwise ineligible to participate in federally funded contracts. If the Contractor's status on SAM.gov changes to suspended, debarred, or otherwise ineligible to participate in federally funded contracts, the Contractor will notify the Project Owner immediately

The Contractor shall plan and execute the Work to minimize impacts to the Project site and shall conduct operations in a manner consistent with the ecological restoration objectives of the Project. Nothing in this Section shall be interpreted to relieve the Contractor of any responsibility assigned elsewhere in the Contract Documents.

4.3 Project Owner Responsibilities

The Project Owner will administer the Contract and provide overall coordination necessary to support successful completion of the Work. The Project Owner's responsibilities include, but are not limited to, the following:

- Designate a Project Manager to serve as the primary point of contact for administration of the Contract.
- Furnish the native plant materials identified in the Contract Documents and coordinate delivery of Owner-furnished plant materials with the Contractor in accordance with the Project schedule.
- Provide access to the Project site in accordance with the Contract Documents.
- Conduct the Preconstruction Meeting and coordinate periodic progress meetings, inspections, or other Project coordination activities as determined necessary.
- Review and respond to Contractor submittals, requests for information, Applications for Payment, and other documentation submitted in accordance with the Contract Documents.
- Provide maps of the work area and demarcate planting areas with flagging, pins, stakes, etc. to ensure that plants are installed in suitable locations.
- Coordinate with Project Partners, funding agencies, permitting agencies, and other stakeholders as necessary to support implementation of the Project.

- Inspect the Work to determine compliance with the Contract Documents and notify the Contractor of defective or nonconforming Work requiring correction.
- Determine when the Work has achieved Final Completion and authorize final acceptance in accordance with the Contract Documents.

The Project Owner's review, inspection, observation, or acceptance of the Work does not relieve the Contractor of responsibility for performing the Work in accordance with the Contract Documents.

4.4 Project Site Access and Staging

The Project Owner will provide the Contractor reasonable access to the Project site for performance of the Work in accordance with the Contract Documents and the approved Project schedule. The Contractor shall coordinate all site access and staging activities with the Project Owner.

The Contractor shall use only those access routes, staging areas, equipment travel-corridors, and work areas identified in the Plans or otherwise authorized in writing by the Project Owner.

The Contractor shall be responsible for transporting personnel, equipment, and Owner-furnished plant materials, mulch, and soil conditioner between designated staging areas and the Work areas.

The Contractor shall maintain staging areas in a safe, clean, and orderly condition and shall confine operations to the limits authorized by the Project Owner. Temporary facilities, equipment, materials, waste, and debris shall be removed upon completion of the Work unless otherwise approved by the Project Owner.

The Contractor shall immediately notify the Project Owner of any condition affecting site access, staging areas, or safe performance of the Work.

Site access may be temporarily restricted or modified due to tides, weather, site conditions, cultural resource protection, environmental protection measures, permit requirements, or other Project needs. The Contractor shall coordinate its operations accordingly.

Additional requirements governing access routes, staging locations, and operational restrictions are shown in the Plans and Technical Specifications.

4.5 Owner-Furnished Materials

The Project Owner will furnish the native plant materials, mulch, and soil conditioners identified in the Contract Documents. The quantity of plants listed in the Bid Schedule may vary from what is indicated in the Technical Specifications: Plant Schedule, and is what is expected to be available for planting in the Contract Time. Except as specifically identified in the Bid Schedule or Contract Documents, the Contractor shall furnish all labor, equipment, tools, transportation,

temporary facilities, consumable materials, and incidental items necessary to complete the Project.

The Project Owner will coordinate procurement, receipt, temporary storage, and delivery of Owner-furnished plant materials to support the scheduled planting windows identified in the Contract Documents. Plant materials may originate from multiple nurseries and may be delivered to the Project site in multiple shipments.

The Contractor shall coordinate with the Project Owner regarding delivery schedules, staging locations, quantities, and sequencing of plant installation activities.

Upon delivery and acceptance at the designated staging location, responsibility for the care, custody, handling, protection, transportation within the Project site, and installation of Owner-furnished plant materials transfers to the Contractor until Final Completion of the Work.

The Contractor shall inspect all Owner-furnished plant materials upon receipt and immediately notify the Project Owner in writing of any shortages, damage, or discrepancies. Failure to promptly report such conditions constitutes acceptance of the delivered materials as received.

The Contractor shall protect Owner-furnished plant materials from desiccation, contamination, mechanical damage, theft, or other loss and shall handle and install all plant materials in accordance with the Technical Specifications and accepted horticultural practices. The Contractor shall comply with directives issued by the Project Owner and Project Partners regarding the care and safe handling of Owner-furnished plant materials.

The Contractor shall not substitute plant species, plant sizes, installation locations, or planting quantities without prior written authorization from the Project Owner.

Loss of or damage to Owner-furnished plant materials resulting from the Contractor's negligence or failure to comply with the Contract Documents may be grounds for the Project Owner to require replacement of the affected materials or other appropriate corrective action at the Contractor's expense.

4.6 Work Sequencing and Planting Windows

The Contractor shall plan, coordinate, and perform the Work to support the successful completion of the Project within the seasonal planting windows identified in Table 1: Project Milestones and the Contract Time established by the Notice to Proceed.

The Work will generally occur in two planting phases:

1. **Tidal Marsh Planting** – Fall 2026.

- a. **Tidal Marsh** plantings are dominated by graminoids that are adapted to low elevation wetland conditions as found in the Lower Siuslaw Estuary between approximate 4 and 8 feet NAVD88. This habitat is subdivided into **Low Marsh** (~4.5-7 feet NAVD88) and **High Marsh** (~7-8 NAVD88). Production facilities aim

to have inventory of plants suited to this habitat mobilized prior to plant dormancy, necessitating a fall planting window starting as early as **LATE OCTOBER** through **MID DECEMBER 2027**

2. Tidal Swamp Planting – Winter/Spring 2027.

- a. **Tidal Swamp** plantings are predominately trees and shrubs, but can also include some herbaceous plants as well. This habitat is subdivided into **Pacific Crabapple Scrub-Shrub** (~8-10 feet NAVD88) and **Spruce Riparian Forest** (10+ feet NAVD88. Project Owner has arranged for these plants to be available, as bare roots, starting in **MARCH 2027**.

The Contractor shall coordinate closely with the Project Owner to sequence the Work in a manner that accommodates plant availability, site access, tidal conditions, weather, and other operational constraints.

The Contractor shall schedule operations to minimize the length of time that Owner-furnished plant materials remain in temporary storage prior to installation and shall prioritize installation activities necessary to maintain plant health and viability.

The sequence of planting activities may be modified by the Project Owner to address unforeseen field conditions, plant availability, environmental protection requirements, permit conditions, or other Project needs. Such adjustments shall not constitute a change to the Contract unless they result in a modification of the Contract Time or Contract Price in accordance with the Contract Documents.

The Contractor shall maintain sufficient personnel, equipment, and resources to complete each planting phase within the applicable seasonal window and shall promptly notify the Project Owner of any condition that may affect the Contractor's ability to maintain the approved schedule.

The Contractor shall coordinate its operations to avoid unnecessary disturbance to completed restoration features, environmentally sensitive areas, monitoring installations, pilot planting areas, and ongoing activities conducted by the Project Owner or Project Partners.

4.7 Environmental Protection Requirements

The Contractor shall perform all Work in a manner that protects the ecological, cultural, and physical resources of the Project site and complies with all applicable permits, environmental regulations, and Contract Documents.

The Contractor shall conduct operations to minimize unnecessary disturbance to wetlands, native vegetation, waterways, wildlife habitat, cultural resources, existing restoration features, and adjacent properties.

The Contractor shall comply with all environmental protection measures identified in the Plans, Technical Specifications, permit conditions, and written direction provided by the Project Owner.

The Contractor shall immediately notify the Project Owner of any condition that may result in environmental damage, permit noncompliance, discovery of cultural resources, hazardous materials, or other conditions requiring immediate attention.

Construction activities shall be confined to authorized work areas, access routes, and staging areas. Disturbance outside the limits of the Work is prohibited unless specifically authorized in writing by the Project Owner.

The Contractor shall be responsible for preventing pollution resulting from its operations, including proper management of fuels, lubricants, waste materials, equipment maintenance activities, and other potential sources of contamination.

Temporary erosion and sediment control measures required by the Contract Documents shall be installed, maintained, and removed by the Contractor as appropriate to protect the Project site.

Additional environmental protection requirements governing construction activities are provided in the Technical Specifications and applicable permit conditions.

4.8 Protection of Existing Improvements

The Contractor shall protect all existing improvements within and adjacent to the Project site from damage resulting from its operations.

Existing improvements include, but are not limited to:

- Setback levees and associated drainage features.
- Existing roads, access routes, gates, fences, gathering area, and staging areas.
- Completed restoration features.
- Existing vegetation designated for preservation and pilot planting areas.
- Utilities and utility crossings.
- Survey monuments, control points, benchmarks, and monitoring equipment.
- Cultural resource protection areas identified by the Project Owner.
- Property corners and boundary monuments.

The Contractor shall immediately notify the Project Owner upon discovery of any damaged or disturbed improvement, utility, survey monument, monitoring installation, or other protected feature.

Damage caused by the Contractor's operations shall be repaired or restored and/or replaced by the Contractor at no additional cost to the Project Owner unless otherwise directed in writing by the Project Owner.

The Contractor shall not remove, relocate, alter, or disturb any existing improvement, survey monument, monitoring installation, utility, or protected feature without prior written authorization from the Project Owner.

Where the Contract Documents identify specific protection measures or operational restrictions, those requirements shall govern. Additional technical requirements for protection of existing improvements are provided in the Plans and Technical Specifications.

4.9 Quality Control

The Contractor shall be solely responsible for the quality of the Work and for ensuring that all Work complies with the requirements of the Contract Documents.

The Contractor shall provide adequate supervision and employ personnel experienced in the installation of native vegetation and ecological restoration projects of similar scope and complexity.

The Contractor shall establish and maintain a quality control process sufficient to verify that materials, workmanship, installation methods, and completed Work conform to the Plans, Technical Specifications, and Contract Documents.

The Contractor shall inspect the Work continuously during performance and shall promptly correct any defective or nonconforming Work without additional cost to the Project Owner.

The Project Owner may observe the Work, conduct inspections, review documentation, and identify Work that appears to be defective or not in compliance with the Contract Documents. Such observations or inspections do not relieve the Contractor of responsibility for quality control or compliance with the Contract Documents.

If the Project Owner identifies defective or nonconforming Work, the Contractor shall promptly investigate the condition and, upon direction from the Project Owner, repair, replace, or otherwise correct the Work at no additional cost to the Project Owner.

The Contractor shall maintain complete records of inspections, corrective actions, and other quality control activities as required by the Contract Documents and shall provide such records to the Project Owner upon request.

Quality control requirements contained in the Technical Specifications are incorporated into this Contract by reference and shall govern where more specific requirements are provided.

4.10 Inspection and Acceptance

The Project Owner reserves the right to inspect the Work at any reasonable time to determine compliance with the Contract Documents.

Inspection by the Project Owner, Project Partners, funding agencies, regulatory agencies, or other authorized representatives does not constitute acceptance of the Work and does not relieve the Contractor of responsibility for complying with the Contract Documents.

The Contractor shall provide the Project Owner reasonable access to all portions of the Work and shall furnish assistance necessary to facilitate inspections.

If inspection identifies defective or nonconforming Work, the Project Owner may require the Contractor to repair, replace, or otherwise correct the Work before it is accepted. Any corrective work shall be performed at no additional cost to the Project Owner unless otherwise provided in the Contract Documents.

The Contractor shall notify the Project Owner when the Work is substantially complete, when all Contract requirements have been satisfied (i.e. physically complete). Note, not all documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor at time of physical completion. Contractor shall notify the Project Owner when the Work is ready for Final Completion.

Following physical completion of the Work, the Project Owner will conduct a final inspection to determine whether the Work has been completed in accordance with the Contract Documents. If deficiencies are identified, the Project Owner will provide the Contractor with a written list of items requiring correction prior to Final Completion.

Final Completion will be determined by the Project Owner upon satisfactory completion of all Contract requirements, correction of identified deficiencies, submission of all required closeout documentation, and satisfaction of all other requirements of the Contract Documents.

Acceptance of the Work by the Project Owner does not waive any rights or remedies available under the Contract Documents with respect to latent defects, defective workmanship, or the Contractor's continuing obligations that expressly survive Final Completion.

Upon written notice from the Project Owner, the Contractor shall promptly correct defective work resulting from the Contractor's failure to comply with the Contract Documents at no additional cost to the Project Owner. This obligation applies only to defect attributable to the Contractor's workmanship or failure to complete the Project in accordance with the Contract Documents and does not constitute a warranty of Owner-furnished materials, plant survival, or conditions beyond the Contractor's control.

4.11 Submittals

The Contractor shall submit all documentation required by the Contract Documents in a complete and timely manner to facilitate administration of the Contract.

Required submittals may include, but are not limited to:

- Construction schedule, if requested by the Project Owner.

- Product data, submittals, or manufacturer information where required by the Technical Specifications.
- Applications for Payment.
- Certified payroll records.
- Requests for Information (RFIs).
- Requests for substitution or deviation from the Contract Documents.
- Change Order requests.
- Documentation required by applicable permits or regulatory agencies.
- Closeout documentation required by Section 4.12.

The Contractor shall allow sufficient time for Project Owner review of required submittals and shall not proceed with Work dependent upon Project Owner review until receiving written authorization when required by the Contract Documents.

Review or acceptance of a submittal by the Project Owner shall not relieve the Contractor of responsibility for errors, omissions, deviations from the Contract Documents, or compliance with applicable laws and permit requirements.

Additional submittal requirements are provided in the Technical Specifications.

4.12 Closeout Requirements

Prior to Final Completion, the Contractor shall complete all Work required by the Contract Documents and submit all required closeout documentation to the Project Owner.

Closeout documentation shall include, as applicable:

- Final Application for Payment.
- Final certified payroll records.
- Documentation required by applicable permits.
- Records of approved Contract modifications and Change Orders.
- Documentation demonstrating completion of corrective work identified during Project inspections.
- Other documentation required by the Contract Documents or reasonably requested by the Project Owner.

Prior to Final Completion, the Contractor shall remove all equipment, temporary facilities, construction debris, waste materials, and other items associated with its operations unless otherwise directed by the Project Owner.

The Contractor shall restore all temporary access routes, staging areas, and other disturbed areas affected by its operations to the condition required by the Contract Documents.

Final Completion will be determined by the Project Owner in accordance with [Section 4.10](#) after verification that:

- All Work has been completed in accordance with the Contract Documents.
- All identified deficiencies have been corrected.
- All required documentation has been submitted and accepted.
- The Project site has been satisfactorily cleaned and restored.
- All other contractual obligations necessary for Final Completion have been satisfied.

Following the Project Owner's determination of Final Completion, final payment, including release of retainage, will be processed in accordance with [Section 3.11 – Payment](#).

Section 5 - Bid Forms

Certification of Non-Discrimination

TO: McKenzie River Trust

Project Name: haich ikt'at'uu Tidal Wetland Revegetation Project

In accordance with ORS 279A.110(4) and OAR 137-049-0040(3), as Bidder on the above named public improvement project, does hereby certify that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts for this project.

Contractor

Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Employee Drug Testing Program Certification

TO: McKenzie River Trust

Project Name: haich ikt'at'uu Tidal Wetland Revegetation Project

In accordance with ORS 279C.505(2) as Bidder on the above-named public improvement project, does hereby certify that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the agreement of the Contract, including any extension.

Contractor

Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Certification of Compliance with Prevailing Wage Laws

TO: McKenzie River Trust

Project Name: haich ikt'at'uu Tidal Wetland Revegetation Project

The Bidder on the above-named public improvement project, does hereby certify that the Bidder has reviewed and is capable of complying with Oregon's Prevailing Wage Rate requirements under ORS 279C.800 through 279C.870, applicable BOLI administrative rules and wage determinations, and applicable federal Davis-Bacon requirements. Bidder will provide certified payroll documentation for work done on the Project upon request by the Project Owner.

Contractor

Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Non-collusion Affidavit

I, (Type/Print Name) _____, state that I am (Position Title) _____ of (Name of Firm) _____ and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- The price(s) and the amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder, except as disclosed on the attached appendix.
- Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and the price(s), not approximate amount, will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of Firm) _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that (Name of Firm) _____ understands and acknowledges that the above representations are material and important, and will be relied on by The McKenzie River Trust in awarding the contract(s) for which this bid is submitted. My firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The McKenzie River Trust of the true facts relating to the submission of bids for this contract.

Signature: _____

Subscribed and sworn to before me this _____ day of _____, 2026

Debarment and Suspension Certification

By signing this contract, the contractor certifies that, to the best of its knowledge and belief, it and its principals:

- Certification of Debarment and Suspension
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them of the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
 4. Have not, within a three-year period preceding this contract, had one or more public transactions (federal, state, or local) terminated for cause or default.
- Verification – The contractor agrees to provide immediate written notice to MRT if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- Subcontractors – The contractor further agrees that it will include this clause titled “Debarment and Suspension Certification” without modification in all lower-tier covered transactions (subcontracts, sub-awards, and other contractual instruments).
- Remedies for Noncompliance – In the event of a breach of this certification, MRT may pursue any available remedies, including suspension, termination, and debarment.

Contractor

Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Bid Form

CONTRACTOR: _____

DATE: _____

The undersigned, hereinafter called the Contractor, declares that the only person(s) interested in this Quote are those named herein; that the bid is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person submitting a bid on this project.

The Contractor further declares that they have carefully examined the Invitation for Bids and all other Contract Documents, hereinafter referred to as the Document, for the proposed Project; has personally inspected the site; is satisfied as to the type and quantities of materials, the types of equipment, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Document; and, that this bid is made in accordance with the provisions and terms of the Contract and included in the Document.

The Contractor agrees that if this bid is accepted, they will promptly and properly execute the contract. The Contractor further agrees, to the extent of this bid, to furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Document and required by Project Owner.

The Contractor further agrees to begin work after the Notice to Proceed and shall complete all work listed in the Bid Sheet by April 30, 2027 or as agreed upon with Project Owner. Work will not be allowed to commence until a signed Contract is received by Project Owner.

The Contractor further agrees to accept as payment for the work proposed under this project, as herein specified and under the provisions included in the Contract Documents, the unit prices included on the Bid Schedule. The Contractor further represents a true measure of the labor and materials required to perform the work including all allowances for overhead and profit for each type of work called for in the Invitation to Bid.

Name: _____

Title: _____

Signature: _____

Date: _____

haich ikt'at'u Tidal Wetland Revegetation Project: Bid Schedule

Base Bid Items

<i>Item #</i>	<i>Code</i>	<i>Item Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extension</i>
1	00210	Mobilization (Revegetation)	LS	1		
2	01040	Bare root (12" to 24" HT)	EA	70,450		
3	01040	Bare root (24" to 36" HT)	EA	17,965		
4	01040	Plug (10 cubic inch)	EA	16,995		
5	01040	Plug (16 cubic inch)	EA	3,530		
6	01040	Mulch ring	EA	34,000		
7	01040	Live Cutting - Planting	EA	9,105		

Revegetation Subtotal

Add Alt Items

1	01040	1 Gallon plant planting	EA	1,000		
2	01040	1 Gallon plant planting with soil conditioner backfill	EA	250		
3	01040	Bare root (12" to 24" HT) with soil conditioner backfill	EA	7,050		
4	01040	Bare root (24" to 36" HT) with soil conditioner backfill	EA	1,800		
5	01040	Plug (10 cubic inch) with soil conditioner backfill	EA	1,700		
6	01040	Plug (16 cubic inch) with soil conditioner backfill	EA	350		
7	01040	Live Cutting - Harvesting on site	EA	9,105		
8	01040	Sensitive Area Preparation	Force Account	1		

Add Alt Items Bid Subtotal:

Grand Total Bid (sum of Revegetation and Add Alt Bid Subtotals):

First Tier Subcontractor Disclosure



FIRST-TIER SUBCONTRACTOR DISCLOSURE

PROJECT NAME: _____

BID #: _____

BID CLOSING: Date: _____ Time: _____

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.
(ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1)	\$	
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

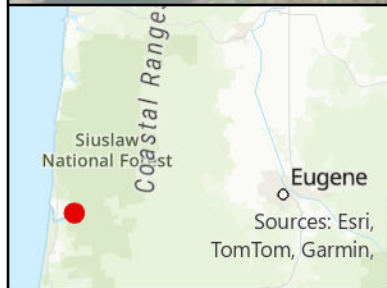
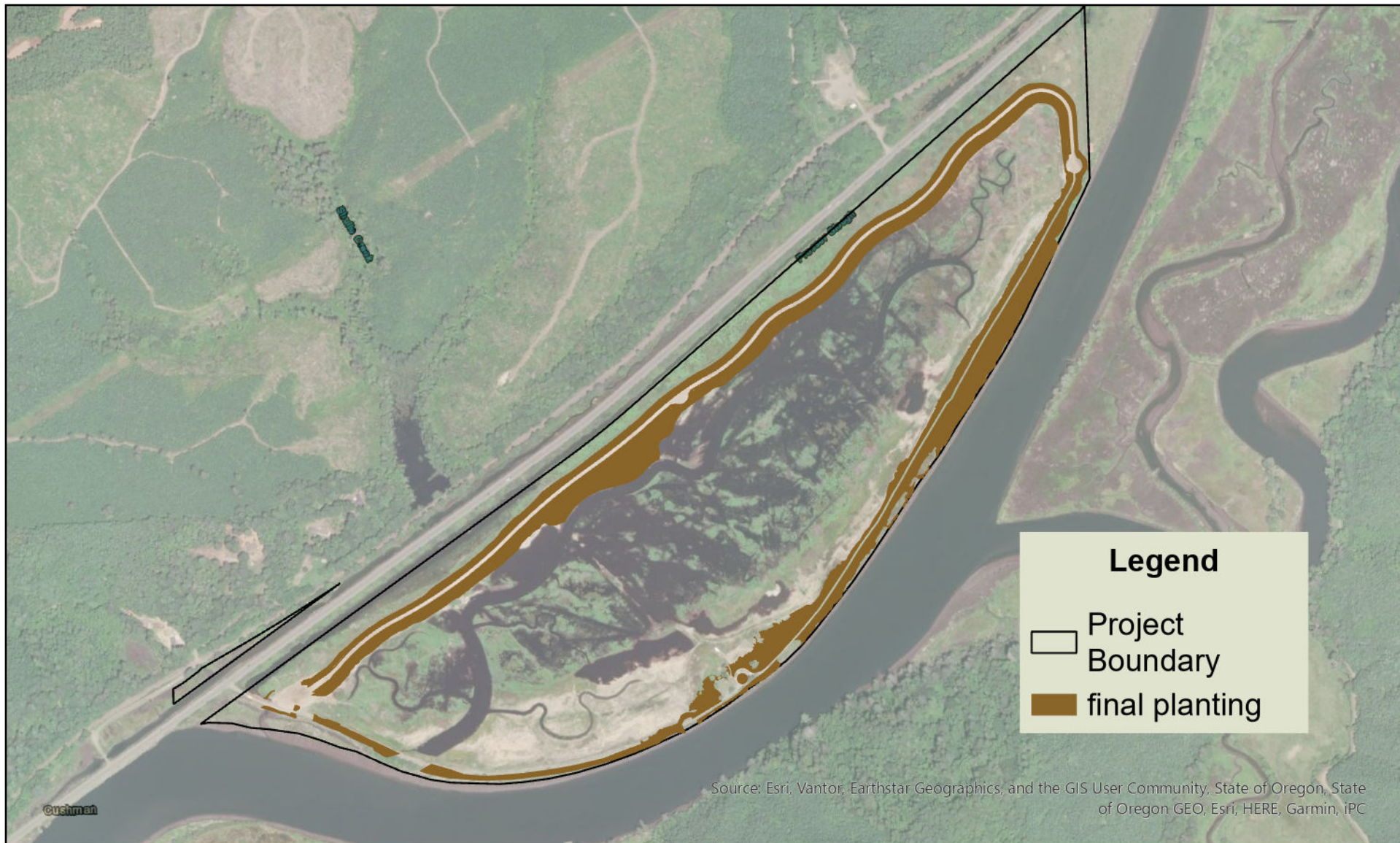
Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): _____

Contact name: _____ Phone no.: () _____

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts ("**projects**") with a value, estimated by the contracting agency, of more than **\$100,000**.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.



haich ikt'at'uu revegetation overview

The 217 acre tidal wetland site, haich ikt'at'uu, will have 31.6 acres of tidal marsh and tidal swamp planting from fall 2026 through spring 2027. See Revegetation Plan L1.0 for more detail.

Coordinate System: NAD 1983 HARN StatePlane Oregon South FIPS 3602 Feet Intl



0 0.05 0.1 0.2 Miles

Exhibit B – Federal Contract Requirements

B.1 Purpose and Applicability

This Exhibit is incorporated into and made part of the Contract. Because the Project is funded in whole or in part with federal financial assistance, the Contractor and its subcontractors shall comply with the applicable federal contract requirements, including the provisions required by Appendix II to 2 CFR Part 200 and the applicable terms and conditions of the Project Owner's funding agreements, to the extent such requirements apply to the Work.

The provisions of this Exhibit supplement the General Conditions and the other Contract Documents and shall be incorporated into all applicable subcontracts. Where a federal requirement addressed in this Exhibit is also addressed elsewhere in the Contract Documents, the provisions shall be read together to give effect to both, and in the event of a conflict, the more stringent applicable federal requirement shall govern to the extent required by law.

B.2 Federal Contract Clauses

Remedies

For all federally funded contracts, the Project Owner may exercise all remedies available under the Contract Documents and applicable law for the Contractor's failure to comply with any applicable federal requirement. Such remedies are cumulative and include withholding payment, suspension, termination, and recovery of damages where authorized.

Termination

For contracts exceeding \$10,000, the Contract may be suspended or terminated in accordance with Section 3.12 of the General Conditions and applicable federal requirements governing federally funded contracts.

Equal Employment Opportunity

For contracts exceeding \$10,000, the Contractor shall comply with all applicable Equal Employment Opportunity requirements, including those set forth in Executive Order 11246, as amended, and implementing regulations, to the extent applicable to this Contract.

Davis-Bacon Act and Copeland Anti-Kickback Act

The Contractor shall comply with the Davis-Bacon Act, the Copeland Anti-Kickback Act, and all applicable implementing regulations. The prevailing wage requirements of Section 3.14 of the General Conditions are incorporated by reference.

Contract Work Hours and Safety Standards Act

For contracts exceeding \$100,000 that employ mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, including overtime compensation requirements.

Clean Air Act and Federal Water Pollution Control Act

For contracts exceeding \$150,000, the Contractor shall comply with the Clean Air Act, the Federal Water Pollution Control Act, and all applicable environmental regulations governing performance of the Work.

Debarment and Suspension

For contracts exceeding \$25,000, the Contractor certifies that it is not suspended, debarred, or otherwise excluded from participation in federally funded transactions and shall immediately notify the Project Owner of any change in eligibility.

Byrd Anti-Lobbying Amendment

For contracts exceeding \$100,000, the Contractor shall comply with the Byrd Anti-Lobbying Amendment, including submission of all required certifications and disclosures regarding lobbying activities.

Procurement of Recovered Materials

Applicable when designated EPA materials are purchased. When procuring EPA-designated items using federal funds, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended, by purchasing recovered materials to the maximum extent practicable.

Build America, Buy America Act

For Contracts that include covered infrastructure products or materials. When applicable to the Project, the Contractor shall comply with all Build America, Buy America Act requirements and shall provide documentation demonstrating compliance as required by the Contract Documents or the Project Owner.

Access to Records

The Contractor shall maintain and make available all records relating to the Contract for inspection, audit, and copying by the Project Owner and authorized federal and state agencies for the period required by law.

Audit Cooperation

The Contractor shall cooperate with all audits, reviews, monitoring activities, and investigations relating to the federally funded portions of the Project and shall provide reasonable access to personnel, records, and supporting documentation.

Whistleblower Protections

The Contractor shall comply with applicable federal whistleblower protection laws and shall not retaliate against any employee for reporting fraud, waste, abuse, or violations of law related to the performance of this Contract.

Federal Flow-down Requirements

The Contractor shall incorporate all federally required contract provisions applicable to the subcontracted Work into every subcontract and shall require each subcontractor to comply with those provisions.

B.3 Relationship to Contract Documents

This Exhibit supplements the General Conditions and the other Contract Documents. In the event of a conflict between this Exhibit and another Contract Document, the more stringent applicable federal requirement shall govern to the extent required by federal law.

Exhibit C – Special Provisions

**HAICH IKT'AT'UU TIDAL WETLAND RESTORATION PROJECT –
REVEGETATION CONTRACT**

LANE COUNTY, OREGON



CONSTRUCTION SPECIFICATIONS – REVEGETATION PHASE

BID SET - SPECIAL PROVISIONS

JULY 2026



819 SE Morrison St.
Suite 310
Portland, OR 97214
503.274.2010 **phone**
503.274.2024 **fax**

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SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the 2024 Oregon Standard Specifications for Construction (OSSC), as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. In the event of a conflict between these Special Provisions and another Contract Document, the order of precedence established in Section 3.2 of the General Conditions shall govern.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications and Supplemental Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions.

DESCRIPTION OF WORK

This contract provides for vegetation restoration, construction access, staging and traffic control on the haich ikt'at'uu site. This contract work follows the completion of construction restoration, which transformed a historic dairy farm back to a tidally reconnected wetland. Construction restoration elements included: excavating new channels and filling drainage ditches, constructing an earthen setback dike and removing part of the existing dike, constructing a new concrete tide gate structure and installing large wood structures.

These work activities and other work activities related to or required for performing the work shall be in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications.

PROJECT LOCATION

The project is located in Lane County, Oregon, on the north bank of Siuslaw River approximately 4 miles east of Florence, Oregon on Highway 126. 6920 OR-126, Florence, OR 97439 (Waite Rd).

PART 00100 – GENERAL CONDITIONS

SECTION 00100 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS, AND DEFINITIONS

SECTION 00110.20 - DEFINITIONS

This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “Department of Transportation”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Project OwnerProject Owner” (McKenzie River Trust, hereafter “PROJECT OWNER”).

Project Owner - Project Owner Representative (POR)

Nathan LeClear

Traffic

Both vehicular and non-vehicular traffic, such as watercraft, pedestrians, bicyclists, wheelchairs, and equestrian traffic.

SECTION 00150 – CONTROL OF WORK

00150.60 – Construction Equipment Restrictions

Amend this section with the following:

(d) Protection of Sensitive Wetland Areas and Waterbodies – All construction equipment operating in wetlands or waters shall exclusively use biobased hydraulic fluids. Biobased hydraulic fluids include those made with renewable resources such as natural vegetable oil. All equipment working in the channel area must be steam-cleaned prior to construction activities at the site to remove contaminants that may enter the project site.

SECTION 00180 – PROSECUTION AND PROGRESS

00180.41 Project Work Schedules

This project requires a Type “A” Project Work Schedule.

(a) Type “A” Schedule

Add the following to this subsection:

The contractor shall provide submittals for Project Owner review for items including but not limited to:

Submittal

Revegetation Schedule

Schedule / Milestone

Pre-construction meeting

PART 01000 – RIGHT OF WAY DEVELOPMENT AND CONTROL

SECTION 01040 – PLANTING

Comply with Section 01040 of the Standard Specifications supplemented and/or modified as follows:

01040.02 Definitions

Add the following definition:

Weed Free - See 01030.02 for Weed Free definition

01040.14 Topsoil

Replace this subsection with the following:

Imported topsoil will not be used on this project. Plants shall be installed in native soil.

01040.15 Soil Conditioners

Replace this subsection with the following:

Soil amendments are an additive alternate on this project. The additive alternate consists of installing identified plant material with backfill material consisting of 50% native soil and 50% Ocean Rich Compost (Conditioner) or approved alternate.

<https://laneforest.com/soil-amendments-compost/ocean-rich-fish-compost/>

Conditioner to be owner provided and available on site.

Blend backfill mixture to a homogeneous state prior to plant installation.

01040.16 Soil Amendments

Replace this subsection with the following:

No soil amendments shall be used on this project.

01040.17 Soil Bio-Amendments

Replace this subsection with the following:

No soil bio-amendments shall be used on this project.

01040.18 Fertilizer

Replace this subsection with the following:

No fertilizer shall be used on this project.

01040.19 Plants

Modify this subsection with the following:

(e) Availability - All plants will be sourced and available on site with the exception of *Argentina egedii* – Pacific silverweed. Local harvesting of live cuttings is an additive alternate.

Replace the following subsection with the following:

(9) Plant Cuttings - Living, freshly cut branches from certain woody shrub or tree species that readily propagate when embedded in damp soil.

Harvest of live cuttings is an additive alternate: Furnish plant cuttings of regionally native species and dimensions as shown. Obtain written approval of the cutting stock sources before taking any cuttings and furnish a brief, written description of the cutting sites and the date and time the cuttings were taken to the Project Owner. Take cuttings in such a manner so as to leave no long-term damage to the source population.

Identified willow species are available for harvesting on site.

Live cuttings of willow species (*Salix* spp.) shall be collected from healthy, disease-free donor plants during the dormant season, preferably from late fall through early spring before bud break, when stem carbohydrate reserves are high and transplant stress is minimized. Collection shall target vigorous one- to three-year-old stems with straight growth, healthy bark, and well-developed buds, while avoiding damaged, diseased, excessively branched, or drought-stressed material.

Using clean, sharp pruning tools, collectors shall make a flat cut at the apical end and an angled cut at the basal end to maintain orientation and maximize rooting success. Harvesting shall be distributed across donor populations to avoid overharvest, and no more than a moderate portion of live stem material shall be removed from any single plant. Cuttings shall be bundled by species and size class, labeled, and immediately protected from desiccation by keeping them cool, shaded, and moist during storage and transport.

Prior to installation, basal ends may be re-cut to expose fresh tissue, and cuttings shall be installed promptly into moist soil with sufficient depth to ensure firm soil contact and access to subsurface moisture,

01040.20 Mulch

Replace the subsection with the following.

All mulch shall be provided by the owner and shall be available on site.

01040.23 Miscellaneous Items

Replace this subsection with the following:

This project does not require any of these items.

01040.48 Planting Area Preparation

Add the following text to this subsection

(f) Sensitive Area Preparation – Weeds removal within sensitive areas containing existing vegetation shall be an additive alternate. Weeds include noxious plants as identified by the Oregon Department of Agriculture noxious weed list. Work shall be conducted using methods that minimize soil disturbance, prevent damage to desirable plants, and preserve existing root systems, particularly within the root zones of established trees and shrubs. Work shall prioritize manual or low-impact removal techniques such as hand pulling, hand digging, pruning saws, or carefully controlled cutting tools, while avoiding unnecessary excavation, heavy equipment traffic, or broad-scale soil disturbance. Personnel shall positively identify target weeds prior to removal and exercise caution to avoid trampling, breaking, girdling, or otherwise damaging adjacent native vegetation. Special care shall be taken within tree root protection zones, where roots may occur near the soil surface and extend well beyond the tree canopy. Activities within these areas shall avoid cutting structural roots, compacting soil, or altering existing grades. Where weed roots are intertwined with tree roots, weeds shall be cut at ground level or removed incrementally by hand rather than forcibly extracted. Digging within root zones shall be minimized and performed using hand tools only, with any exposed tree roots protected from drying and physical damage. Removed weed material shall be carefully collected and disposed of in a manner that prevents reestablishment or seed dispersal. Following weed removal, disturbed soils shall be stabilized as necessary, and existing vegetation shall be protected throughout the operation to maintain long-term plant health and site integrity.

The contractor shall observe areas identified for sensitive area preparation in the pre-bid walkthrough and coordinate with the owner representative prior to bidding.

01040.53 Mulch

Replace 01040.53(b)(2) with the following

Spread wood chips to a nominal depth of 3 inches deep per drawings.

01040.70 Plant Establishment

Replace this subsection with the following:

No plant establishment is included in this project.

01040.80 Measurement

Replace the following subsections of this section with the following:

(c) Soil Conditioners – Soil conditioners shall be included in the measurement for the additive alternate line items as identified in the bid schedule.

(d) Plant Materials - Measurement for all planting shall be on a per each basis. Measurement for planting shall be on a per each basis.

Measurement for additive alternate planting shall be on a per each basis and shall include blending and placement of soil conditioner where identified in the bid schedule and as identified in 01040.15

Add the following subsection:

(h) sensitive area preparation – Sensitive area preparation shall be measured by force account as identified in section 00197.

(f) mulch ring – mulch rings will be measured on a per each basis by the number of 18" diameter mulch rings installed as per the drawings.

01040.90 Payment

Add the following subsections:

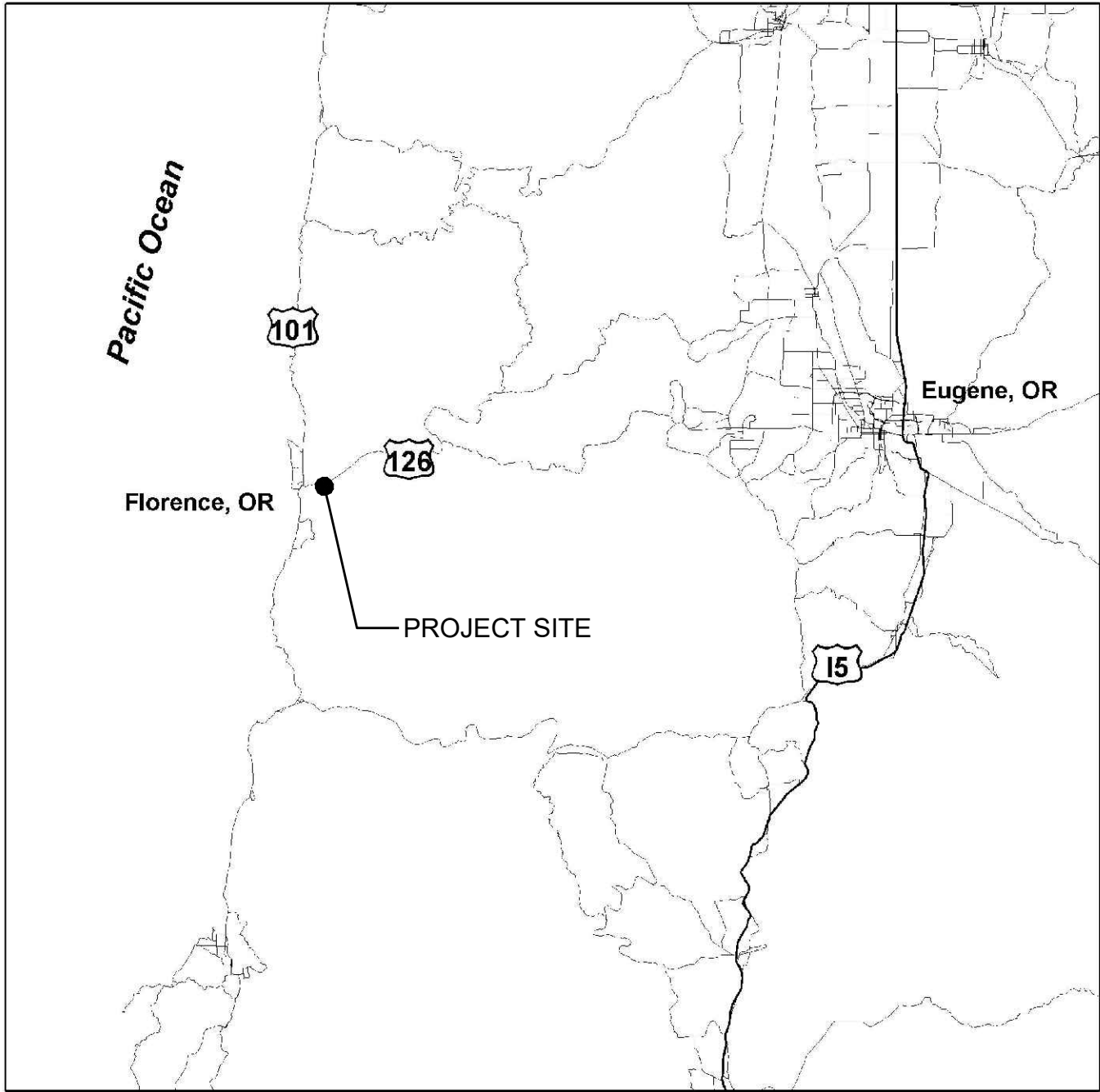
(f) (g) mulch ring Each

Add the following subsection:

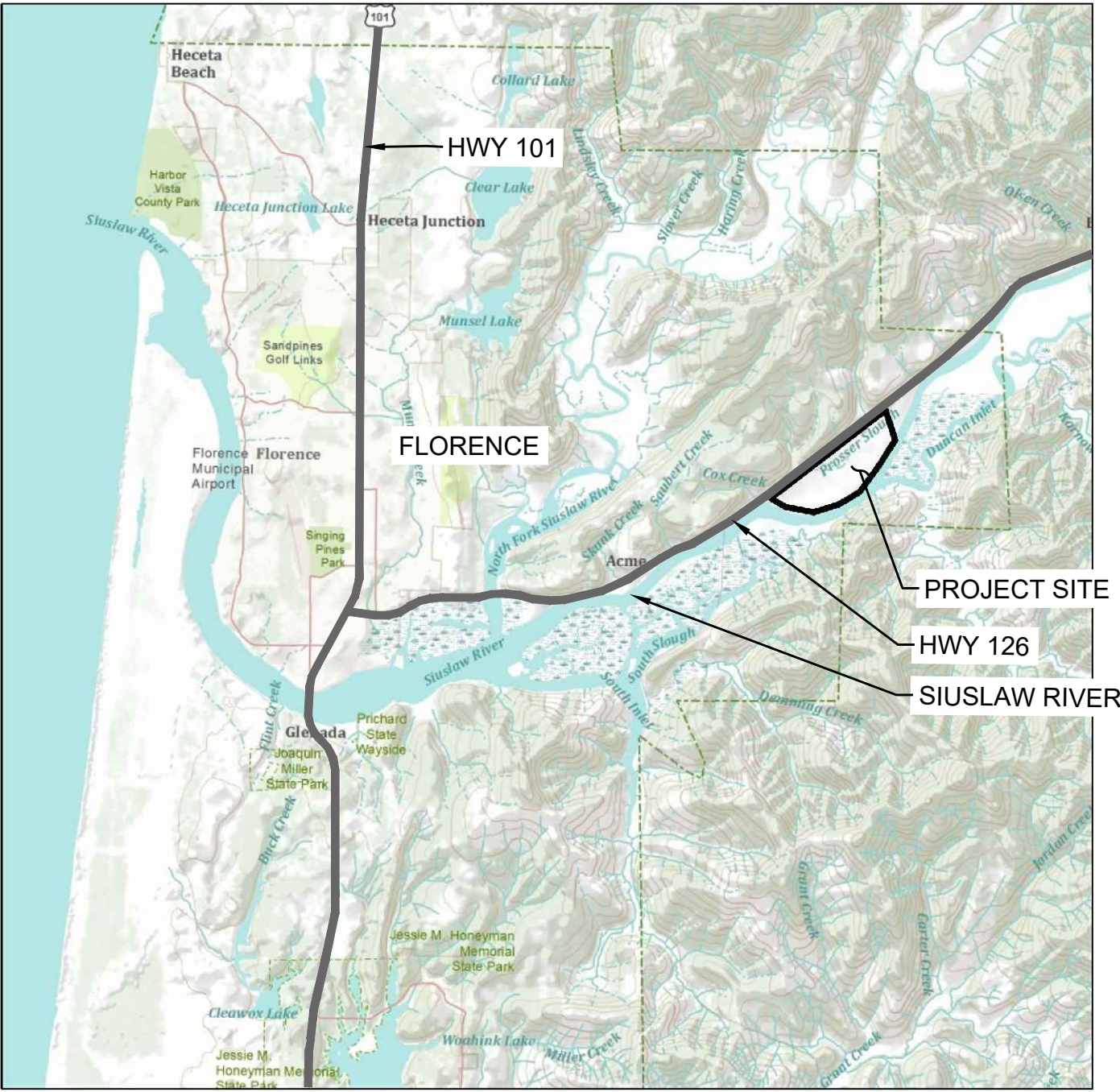
(h) Payment for sensitive area preparation will be payment in full for furnishing all equipment, labor and incidentals necessary to complete the work as specified. Payment will be made by force account as coordinated with and approved by the Project Owner's Representative. Force account work records and payment will be made according to 00197.

Payment for all planting shall be on a per each basis and shall be full compensation for labor to install the plants as specified on the plans.

FILE: P:\01 CAD\21\1xxx\21\1316\01 - Waite Ranch Restoration\07 CAD\Draws\GX.X_COVER.dwg PLOT DATE: 6/23/2026 3:33:55 PM PLOTTED BY: THOMAS FISCHER



N
VICINITY MAP
NTS



N
LOCATION MAP
NTS

NOTES

WAITE RANCH IS LOCATED ON THE NORTH BANK OF THE SIUSLAW RIVER NEAR RIVER MILE 8. THE CENTER OF WAITE RANCH IS AT N 43.990410° W 124.028764°

DRIVING DIRECTIONS

FROM EUGENE OREGON AND INTERSTATE 5, TAKE OR HWY 126 WEST APPROXIMATELY 57 MILES. FROM FLORENCE OREGON AND HWY 101, TAKE OR HWY 126 EAST APPROXIMATELY 4 MILES. WAITE RANCH PROJECT SITE IS ON THE SOUTH SIDE OF OR HWY 126.

REVEGETATION OF HAICH IKT'AT'UU (FORMERLY WAITE RANCH) TIDAL WETLAND RESTORATION PROJECT

LANE COUNTY, OREGON

PROJECT PARTNERS

CONFEDERATED TRIBES OF COOS, LOWER UMPQUA AND SIUSLAW INDIANS
1245 FULTON AVENUE, COOS BAY, OR 97420
(541) 294-3306
DAN KIRK
WETLANDS AND RESTORATION
PROJECT MANAGER

SIUSLAW WATERSHED COUNCIL
PO BOX 422
MAPLETON, OR 97453
(541) 268-3044
MIZU BURRUSS

MCKENZIE RIVER TRUST
120 SHELTON McMURPHEY BLVD.
SUITE 270
EUGENE, OR 97401
NATHAN LECLEAR
RESTORATION PROJECTS MANAGER
(956) 607-3017

PROPERTY OWNERS

MCKENZIE RIVER TRUST
120 SHELTON McMURPHEY BLVD.
SUITE 270
EUGENE, OR 97401
(541) 345-2799 x 106
ELI TOME

PROJECT ENGINEER

ENVIRONMENTAL SCIENCE ASSOCIATES (ESA)
819 SE MORRISON ST. SUITE 310
PORTLAND, OR 97214
503-274-2010
HUNTER WHITE, PE
T. FRICK, PLA

ABBREVIATIONS

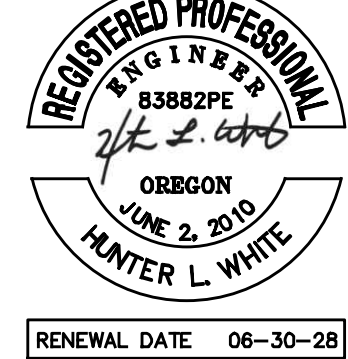
AGGR	AGGREGATE
APPROX	APPROXIMATE
BFE	FEMA 1% BASE FLOOD ELEVATION
BLDG	BUILDING
BMP	BEST MANAGEMENT PRACTICE
CAR	CONTRACTING AGENCY REPRESENTATIVE
CHNL,CH	CHANNEL
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CONSTR	CONSTRUCTION
CY	CUBIC YARDS
DEPT	DEPARTMENT
DTL	DETAIL
(E)	EXISTING
EG	EXISTING GRADE/GROUND
ELEV, EL	ELEVATION
ESCP	EROSION AND SEDIMENT CONTROL PLAN
FG	FINISHED GRADE/GROUND
FT	FEET
GB	GRADE BREAK
HVF	HIGH VISIBILITY FENCE
IN	INCH
IE	INVERT ELEVATION
LBS	POUNDS
LWD	LARGE WOODY DEBRIS
MATL	MATERIAL
MIN	MINIMUM
MHHW	MEAN HIGHER HIGH WATER
MLLW	MEAN LOWER LOW WATER
MTL	MEAN TIDE LEVEL
LP	LOW POINT
N/A	NOT APPLICABLE
NAVD88	NORTH AMERICAN VERTICAL DATUM (1988)
NTS	NOT TO SCALE
OC	ON CENTER
ODFW	OREGON DEPT OF FISH & WILDLIFE
ODEQ	OREGON DEPT OF ENVIRONMENTAL QUALITY
OHWM	ORDINARY HIGH WATER MARK
OVEREXC	OVER EXCAVATE
(P)	PROPOSED
PIP	PROTECT IN PLACE
PVC	POLYVINYL CHLORIDE
REINF	REINFORCED
RD	ROAD
ROW	RIGHT OF WAY
SF	SQUARE FEET
SHT	SHEET
SPEC	SPECIFICATION
STA	STATION
STD	STANDARD
TEMP	TEMPORARY
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
TH	THICK
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOP	TOP OF SLOPE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
W/	WITH
WCS	WATER CONTROL STRUCTURE
WHS	WOOD HABITAT STRUCTURE
WSE	WATER SURFACE ELEVATION

SHEET INDEX		
PAGE NO.	SHEET NO.	SHEET TITLE
1	G0.0	COVER SHEET
2	G1.0	REVEGETATION ACCESS AND STAGING
3	L1.0	REVEGETATION PLAN
4	L1.1	REVEGETATION PLAN 1
5	L1.2	REVEGETATION PLAN 2
6	L1.3	REVEGETATION PLAN 3
7	L2.0	PLANTING SCHEDULE
8	L2.1	PLANTING SCHEDULE
9	L3.0	PLANTING DETAILS

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555



STAMP



CLIENT



PROJECT NAME
HAICH IKT'AT'UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)
LANE COUNTY, OREGON

REVISIONS

#	DATE	DESCRIPTION
---	------	-------------

DESIGNED	MAC
DRAWN	TTF
CHECKED	HLW
IN CHARGE	HLW 83882

PROJECT NUMBER D211316.07

ISSUE DATE JUNE 2026

SCALE IS AS SHOWN WHEN
PLOTTED TO FULL SIZE (22"x34")
1" = 1'

PHASE

REVEGETATION

SHEET TITLE

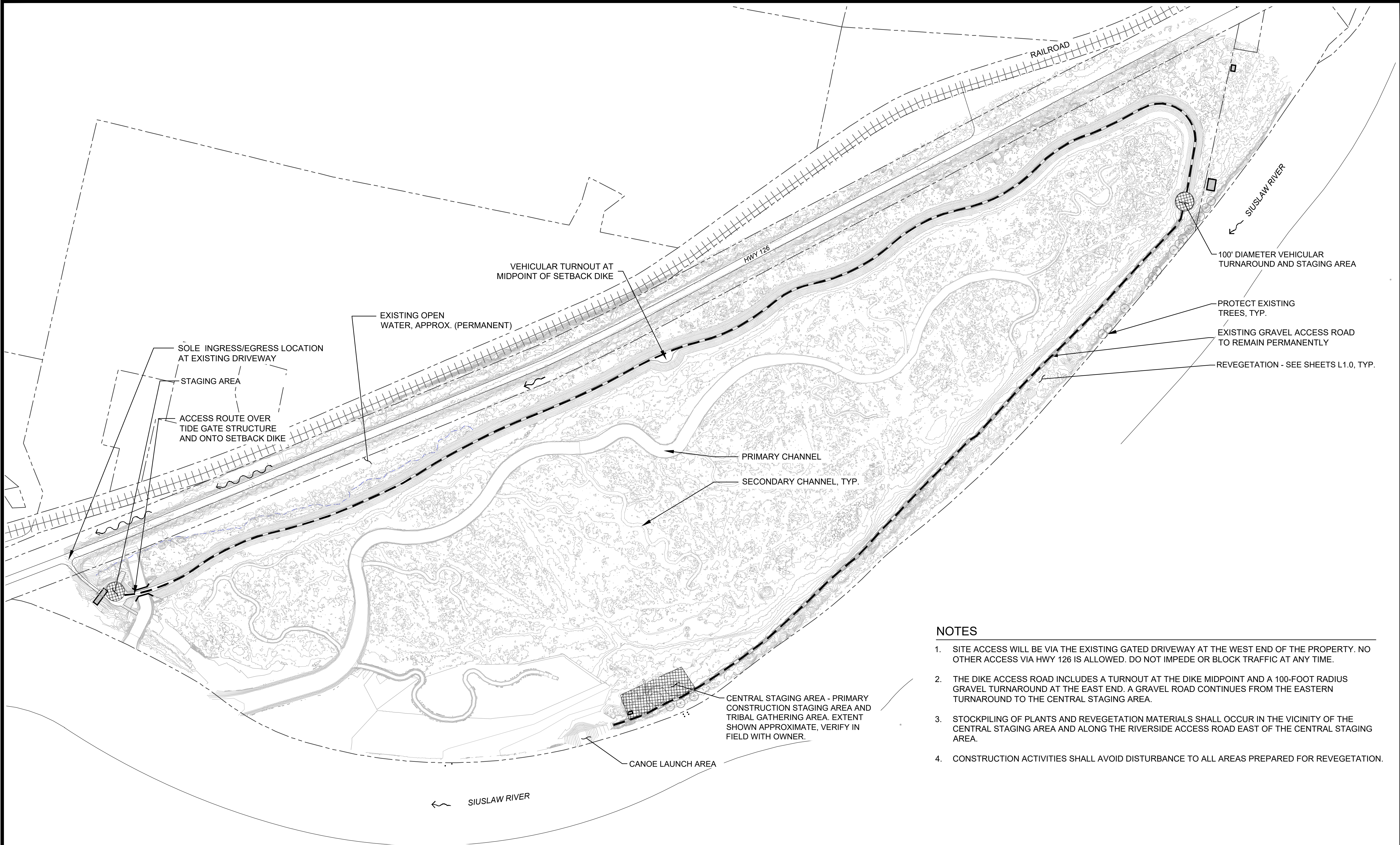
COVER SHEET

SHEET NUMBER

G0.0

SHEET 1 OF 9

FILE: P:\01 CAD\21\1316\01 - Waite Ranch Restoration\07 CAD\Drawings\LX\XX SITE ACCESS AND DEMO-REVEG.dwg PLOT DATE: 6/23/2026 3:20:50 PM PLOTTED BY: THOMAS FISCHER



LEGEND

PROPERTY LINE

PROPOSED ACCESS ROUTE

POTENTIAL STAGING AND STOCKPILE

EXISTING TREE

FLOW DIRECTION

SITE ACCESS

PLAN

SCALE: 1"=250'

250

125

0

250

500

SCALE

FEET

N

- NOTES
1.

SITE ACCESS WILL BE VIA THE EXISTING GATED DRIVEWAY AT THE WEST END OF THE PROPERTY. NO OTHER ACCESS VIA HWY 126 IS ALLOWED. DO NOT IMPEDE OR BLOCK TRAFFIC AT ANY TIME.
2.

THE DIKE ACCESS ROAD INCLUDES A TURNOUT AT THE DIKE MIDPOINT AND A 100-FOOT RADIUS GRAVEL TURNAROUND AT THE EAST END. A GRAVEL ROAD CONTINUES FROM THE EASTERN TURNAROUND TO THE CENTRAL STAGING AREA.
3.

STOCKPILING OF PLANTS AND REVEGETATION MATERIALS SHALL OCCUR IN THE VICINITY OF THE CENTRAL STAGING AREA AND ALONG THE RIVERSIDE ACCESS ROAD EAST OF THE CENTRAL STAGING AREA.
4.

CONSTRUCTION ACTIVITIES SHALL AVOID DISTURBANCE TO ALL AREAS PREPARED FOR REVEGETATION.

ESA

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STAMP

REGISTERED PROFESSIONAL
ENGINEER
83882PE
JUNE 2, 2010
HUNTER L. WHITE

RENEWAL DATE 06-30-28

CLIENT

SWCA

MCKENZIE RIVER TRUST

CONSIDERED TRIBE
OF THE LOWER IMPERIAL-SALIN
RIVER

PROJECT NAME

HAICH IKT'AT'UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)
LANE COUNTY, OREGON

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PHASE

REVEGETATION

SHEET TITLE

REVEGETATION
ACCESS AND
STAGING

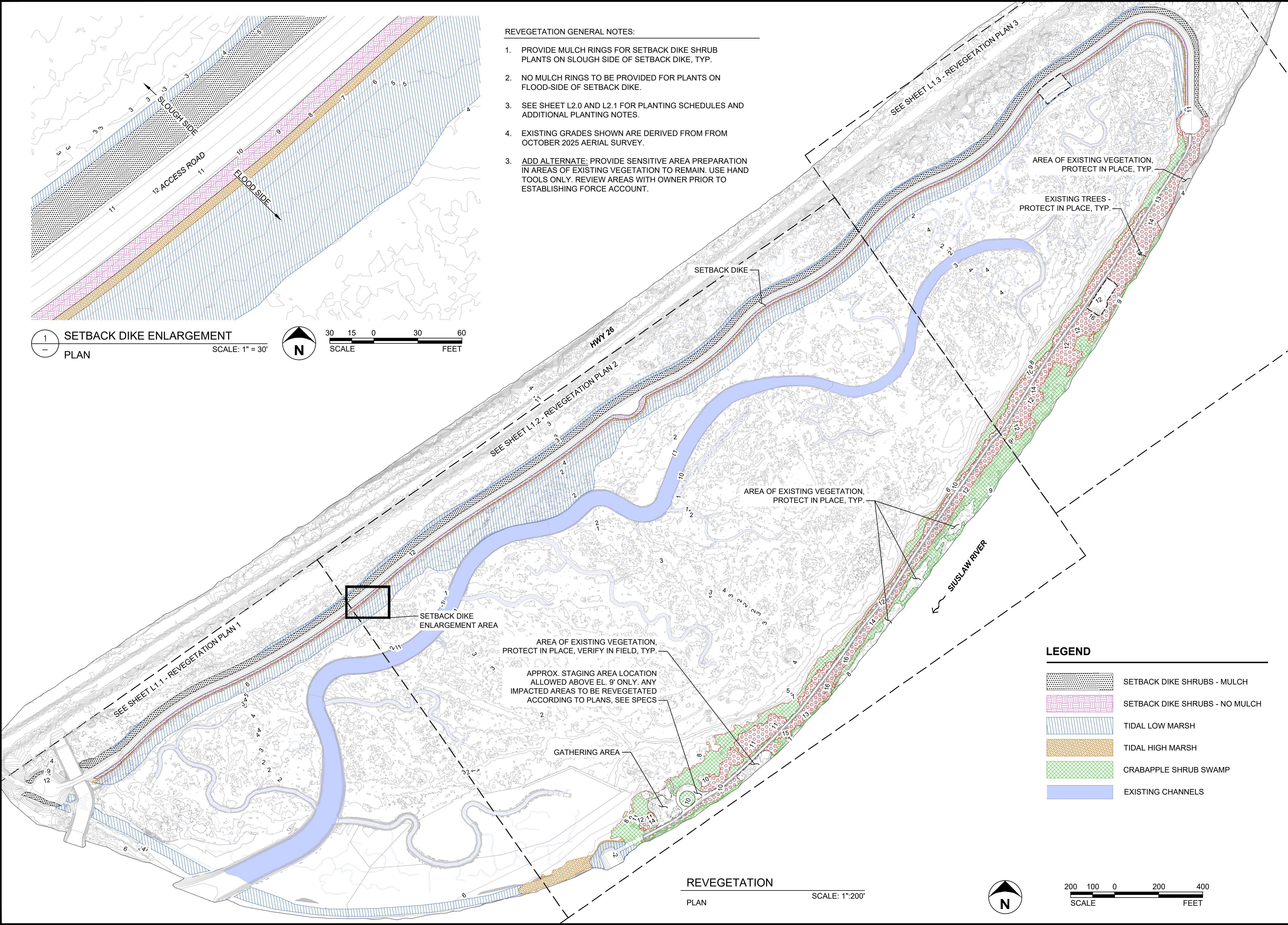
SHEET NUMBER

G1.0

SHEET 2

OF 9

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REVEGETATION GENERAL NOTES:

1. PROVIDE MULCH RINGS FOR SETBACK DIKE SHRUB PLANTS ON SLOUGH SIDE OF SETBACK DIKE, TYP.
2. NO MULCH RINGS TO BE PROVIDED FOR PLANTS ON FLOOD-SIDE OF SETBACK DIKE.
3. SEE SHEET L2.0 AND L2.1 FOR PLANTING SCHEDULES AND ADDITIONAL PLANTING NOTES.
4. EXISTING GRADES SHOWN ARE DERIVED FROM FROM OCTOBER 2025 AERIAL SURVEY.
3. ADD ALTERNATE: PROVIDE SENSITIVE AREA PREPARATION IN AREAS OF EXISTING VEGETATION TO REMAIN. USE HAND TOOLS ONLY. REVIEW AREAS WITH OWNER PRIOR TO ESTABLISHING FORCE ACCOUNT.

1 SETBACK DIKE ENLARGEMENT
PLAN
SCALE: 1" = 30'



30 15 0 30 60
SCALE FEET

LEGEND

- SETBACK DIKE SHRUBS - MULCH
- SETBACK DIKE SHRUBS - NO MULCH
- TIDAL LOW MARSH
- TIDAL HIGH MARSH
- CRABAPPLE SHRUB SWAMP
- EXISTING CHANNELS

REVEGETATION

PLAN

SCALE: 1" = 200'



200 100 0 200 400
SCALE FEET



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REGISTERED
819
Matthew Crampton
MATTHEW CRAMPTON
OREGON
2/20/14
LANDSCAPE ARCHITECT
RENEWALS: 2/26/2027

CLIENT



PROJECT NAME
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LANE COUNTY, OREGON

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IN CHARGE HLW
83882

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1" = 1"

PHASE
REVEGETATION

SHEET TITLE

REVEGETATION
PLAN

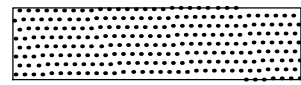
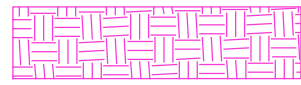
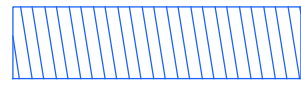
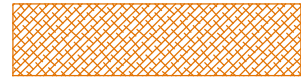
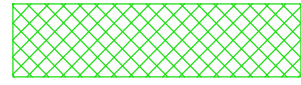
SHEET NUMBER

L1.0

SHEET 3 OF 9

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LEGEND

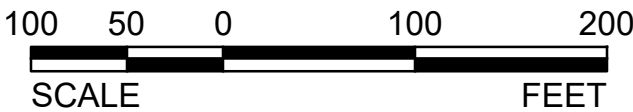
-  SETBACK DIKE SHRUBS - MULCH
-  SETBACK DIKE SHRUBS - NO MULCH
-  TIDAL LOW MARSH
-  TIDAL HIGH MARSH
-  CRABAPPLE SHRUB SWAMP
-  EXISTING CHANNELS

SHEET NOTES:

- SEE SHEET L1.0 FOR REVEGETATION GENERAL NOTES.
- SEE SHEET L2.0 AND L2.1 FOR PLANTING SCHEDULES.

REVEGETATION PLAN

SCALE: 1:100



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CLIENT



PROJECT NAME
**HAICH IKT'AT'UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)**
LANE COUNTY, OREGON

REVISIONS

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DRAWN	TTF
CHECKED	HLW
IN CHARGE	HLW 83882

PROJECT NUMBER D211316.07

ISSUE DATE JUNE 2026

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1" = 1'

PHASE

REVEGETATION

SHEET TITLE

REVEGETATION
PLAN 1

SHEET NUMBER

L1.1

SHEET 4 OF 9

REGISTERED
819
Matthew Crampton
MATTHEW CRAMPTON
OREGON
2/20/14
LANDSCAPE ARCHITECT
RENEW: 2/28/2027



HAIGHT AT UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)
LANE COUNTY, OREGON

DIVISIONS	
DATE	DESCRIPTION

SIGNED	MAC
DRAWN	TTF
CHECKED	HLW
CHARGE	HLW 83882

PROJECT NUMBER D211316.07

DUPLICATE DATE JUNE 2026

— 1" —>|

REVEGETATION

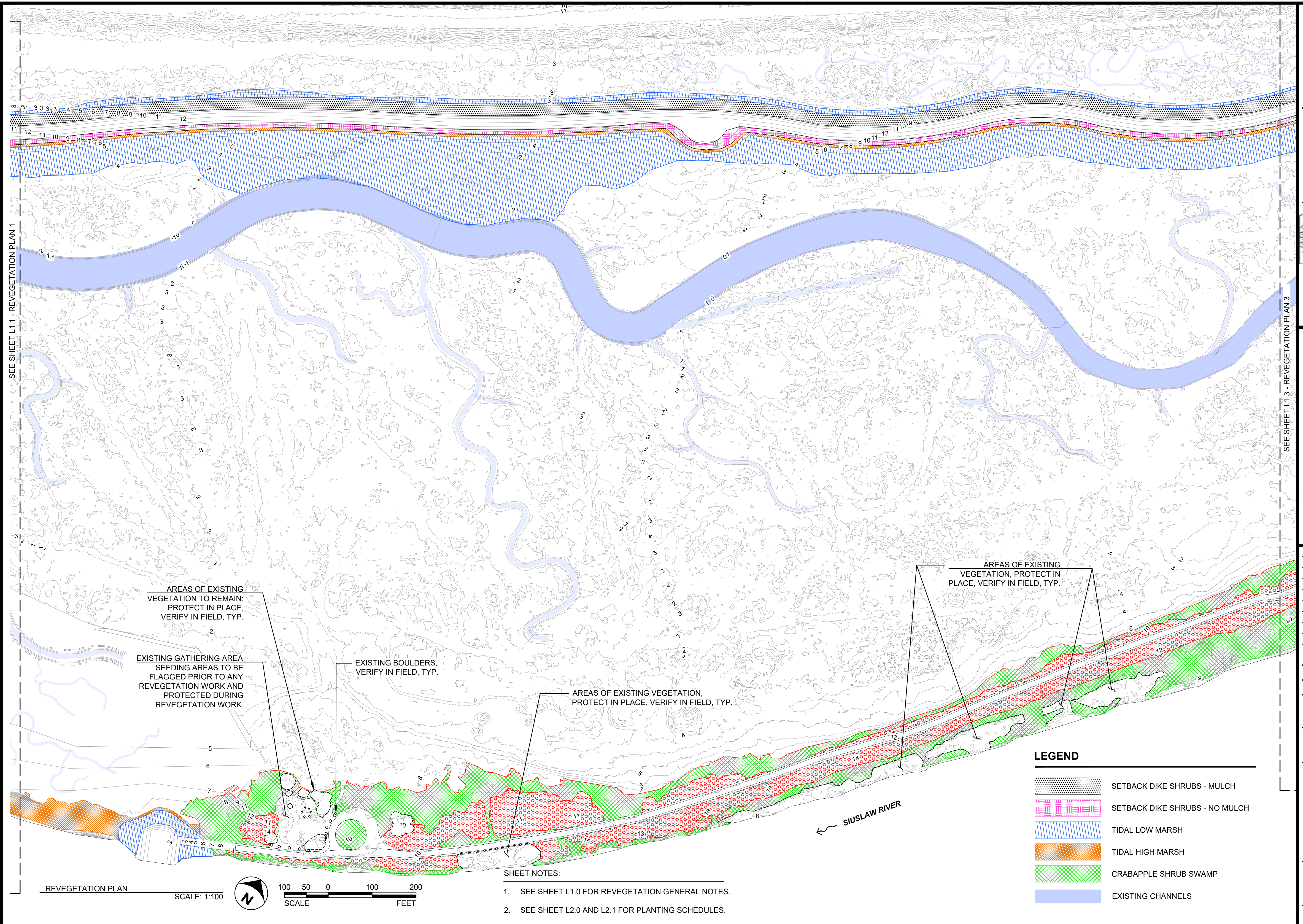
SHEET TITLE

REVEGETATION
PLAN 2

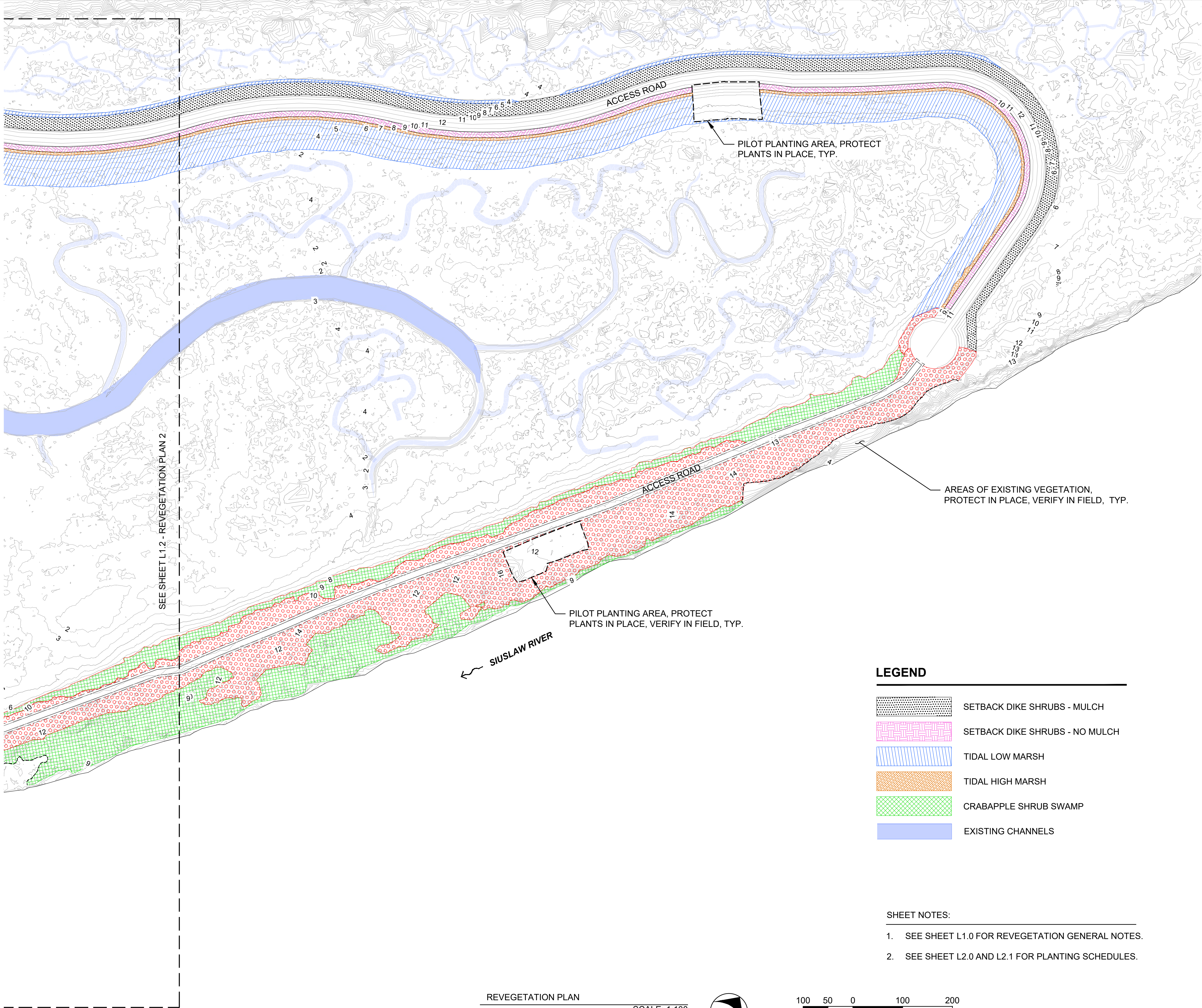
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1.2

SHEET 5 OF 9



FILE: P:\01 CAD\21\1xx\21\1316\01 - Waite Ranch Restoration\07 CAD\Drawings\LX.X - PLANTING PLAN-REVEG.dwg PLOT DATE: 6/22/2026 5:23:22 PM PLOTTED BY: THOMAS FISCHER



LEGEND

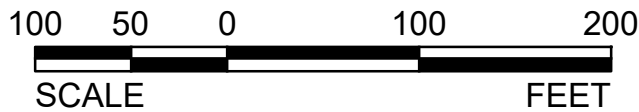
- SETBACK DIKE SHRUBS - MULCH
- SETBACK DIKE SHRUBS - NO MULCH
- TIDAL LOW MARSH
- TIDAL HIGH MARSH
- CRABAPPLE SHRUB SWAMP
- EXISTING CHANNELS

SHEET NOTES:

- SEE SHEET L1.0 FOR REVEGETATION GENERAL NOTES.
- SEE SHEET L2.0 AND L2.1 FOR PLANTING SCHEDULES.

REVEGETATION PLAN

SCALE: 1:100



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REGISTERED
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LANDSCAPE ARCHITECT
RENEWS: 2/26/2027

CLIENT



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PHASE

REVEGETATION

SHEET TITLE

REVEGETATION
PLAN 3

SHEET NUMBER

L1.3

SHEET 6 OF 9

FILE: P:\01 CAD\21\1xx\21\13\16\01 - Waite Ranch Restoration\07 CAD\Drawgs\LX.X - PLANTING SCHEDULE-REVEG.dwg PLOT DATE: 6/22/2026 5:23:32 PM PLOTTED BY: THOMAS FISCHER

PLANT SCHEDULE: TIDAL HIGH MARSH							EL: 7' TO 8'	1.32 ACRES	
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes
	Herbaceous								
	AREG	735	*Argentina egedii	*Pacific silverweed	10 CU. IN.	PLUG	3' O.C.	10%	CLUSTER BY SPECIES WITH 10-20 OF THE SAME SPECIES TOGETHER
	CALY	735	Carex lyngbyei	Lyngbye's sedge	10 CU. IN.	PLUG	3' O.C.	10%	
	DECE	2,205	Deschampsia cespitosa	tufted hairgrass	10 CU. IN.	PLUG	3' O.C.	30%	
	DISP	370	Distichlis spicata	saltgrass	10 CU. IN.	PLUG	3' O.C.	5%	
	JUBA	735	Juncus balticus	Baltic rush	10 CU. IN.	PLUG	3' O.C.	10%	
	SCMI	1,470	Scirpus microcarpus	panicled bulrush	10 CU. IN.	PLUG	3' O.C.	20%	
	SCPU	370	Schoenoplectus pungens	American threesquare	10 CU. IN.	PLUG	3' O.C.	5%	
	SYSU	735	Symphyotrichum subspicatum	Douglas aster	10 CU. IN.	PLUG	3' O.C.	10%	
	Soil and Mulch								
	PLANTING AREA PREPARATION:			METHOD: NONE					
SOIL:			EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS						
MULCH:			NO MULCH						
NOTES: *Argentina egedii TO BE SOURCED AND HARVESTED ON-SITE, SEE SPECIFICATIONS									

PLANT SCHEDULE: TIDAL LOW MARSH							EL: 4.5' TO 7' VARIES	13.21 ACRES	
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes
	CALY	36,835	Carex lyngbyei	Lyngbye's sedge	10 CU. IN.	PLUG	3' O.C.	50%	CLUSTER BY SPECIES WITH 10-20 OF THE SAME SPECIES TOGETHER
	DECE	7,370	Deschampsia cespitosa	tufted hairgrass	10 CU. IN.	PLUG	3' O.C.	10%	
	DISP	14,735	Distichlis spicata	saltgrass	10 CU. IN.	PLUG	3' O.C.	20%	
	SCAC	3,685	Schoenoplectus acutus	hardstem bulrush	10 CU. IN.	PLUG	3' O.C.	5%	
	SCTA	3,685	Schoenoplectus tabernaemontani	softstem bulrush	10 CU. IN.	PLUG	3' O.C.	5%	
	TRMA	3,685	Triglochin maritima	seaside arrowgrass	10 CU. IN.	PLUG	3' O.C.	5%	
	TYLA	3,685	Typha latifolia	broadleaf cattail	10 CU. IN.	PLUG	3' O.C.	5%	
	Soil and Mulch								
	PLANTING AREA PREPARATION:			METHOD: NONE					
	SOIL:			EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS					
	MULCH:			NO MULCH					

PLANT SCHEDULE: SETBACK DIKE SHRUBS - MULCH				INBOARD EL: VARIES	OUTBOARD EL: 8' UP TO 10' OFFSET FROM T.O.B.	4.05 ACRES			
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes
	Shrubs								
	BAPI	2,935	Baccharis pilularis	coyote brush	12" - 24" HT	BAREROOT	5' O.C.	33%	CLUSTER BY SPECIES WITH 5-10 OF THE SAME SPECIES TOGETHER
	LOIN	2,935	Lonicera involucrata	black twinberry	12" - 24" HT	BAREROOT	5' O.C.	33%	
	SAHO	2,935	Salix hookeriana	Hooker's willow	4' HT, 1/2" DIA.	LIVE CUTTING	5' O.C.	33%	
	Soil and Mulch								
	PLANTING AREA PREPARATION:				METHOD: NONE				
	SOIL:				EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS				
MULCH:				18" DIAMETER WOOD CHIP MULCH RING AT TREES AND SHRUBS.					

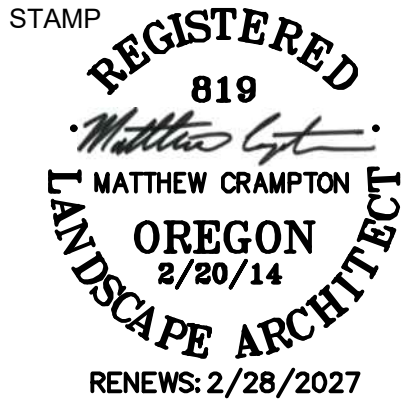
PLANT SCHEDULE: SETBACK DIKE SHRUBS - NO MULCH				INBOARD EL: VARIES	OUTBOARD EL: 8' UP TO 10' OFFSET FROM T.O.B.	1.64 ACRES			
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes
	Shrubs								
	BAPI	1,190	Baccharis pilularis	coyote brush	12" - 24" HT	BAREROOT	5' O.C.	33%	CLUSTER BY SPECIES WITH 5-10 OF THE SAME SPECIES TOGETHER
	LOIN	1,190	Lonicera involucrata	black twinberry	12" - 24" HT	BAREROOT	5' O.C.	33%	
	SAHO	1,190	Salix hookeriana	Hooker's willow	4' HT, 1/2" DIA.	LIVE CUTTING	5' O.C.	33%	
	Soil and Mulch								
	PLANTING AREA PREPARATION:				METHOD: NONE				
	SOIL:				EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS				
MULCH:				NO MULCH DUE TO HIGH WATER					

NOTES

1. SEE SHEET L1.0 FOR REVEGETATION GENERAL NOTES.
2. ACTUAL OWNER-PROVIDED PLANT QUANTITIES MAY VARY FROM THE QUANTITIES SHOWN ON THE PLANT SCHEDULES. OWNER TO PROVIDE FURNISHED QUANTITIES, REFER TO BID SCHEDULE, TYP. ESA TAKES NO RESPONSIBILITY FOR OWNER-FURNISHED QUANTITIES, CONDITIONS, AND/OR SIZING.
3. EXTENTS OF PLANTING SHALL BE FLAGGED IN THE FIELD BY OWNER. CONTRACTOR TO NOTIFY OWNER OF ANY DISCREPANCIES BETWEEN THE FLAGGED PLANTING AREAS AND THE PLANS PRIOR TO CONSTRUCTION.



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TIDAL WETLAND
REVEGETATION
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LANE COUNTY, OREGON

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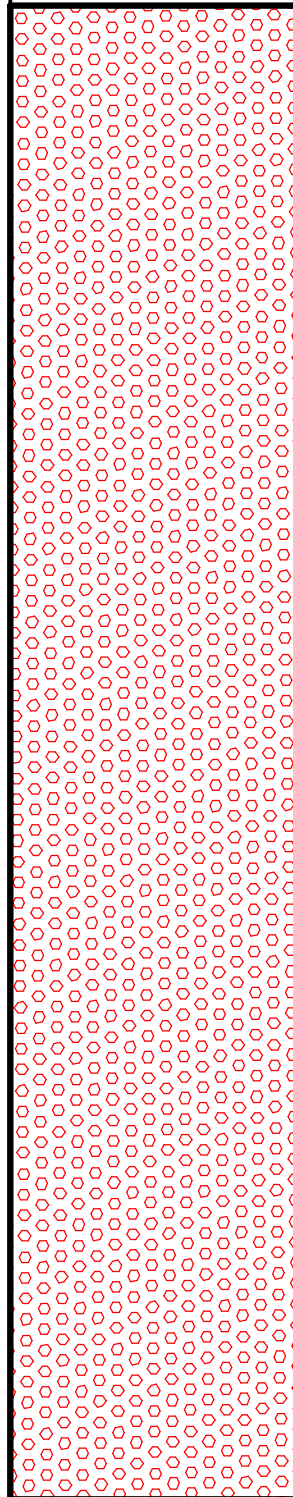
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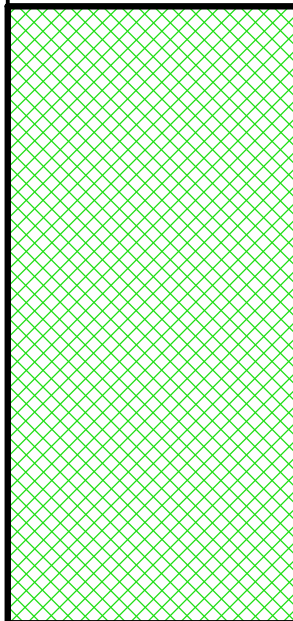
PLANTING
SCHEDULE

SHEET NUMBER
L2.0

SHEET 7 OF 9

FILE: P:\01 CAD\21\1xx\21\13\16\01 - Waite Ranch Restoration\07 CAD\Drawgs\LX.X PLANTING SCHEDULE-REVEG.dwg PLOT DATE: 6/22/2026 5:23:34 PM PLOTTED BY: THOMAS FISCHER

PLANT SCHEDULE: SPRUCE RIPARIAN FOREST							EL: 10'+	5.97 ACRES		
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes	
	Trees									
	ALRU	80	Alnus rubra	red alder	24 - 36" HT	BAREROOT	20' O.C.	10%	CLUSTER BY SPECIES WITH 5-10 OF THE SAME SPECIES TOGETHER. SEE NOTE	
	FRPU	80	Frangula purshiana	cascara buckthorn	24 - 36" HT	BAREROOT	20' O.C.	10%		
	MAFU	160	Malus fusca	western Oregon crabapple	24 - 36" HT	BAREROOT	20' O.C.	20%		
	PISI	400	Picea sitchensis	Sitka spruce	24 - 36" HT	BAREROOT	20' O.C.	50%		
	THPL	80	Thuja plicata	western red cedar	24 - 36" HT	BAREROOT	20' O.C.	10%		
	Shrubs									CLUSTER BY SPECIES WITH 5-10 OF THE SAME SPECIES TOGETHER. SEE NOTE
	BAPI	245	Baccharis pilularis	coyote brush	12" - 24" HT	BAREROOT	5' O.C.	2%		
	GASH	245	Gaultheria shallon	salal	12" - 24" HT	BAREROOT	5' O.C.	2%		
	HODI	1,470	Holodiscus discolor	oceanspray	12" - 24" HT	BAREROOT	5' O.C.	12%		
	LOIN	2,450	Lonicera involucrata	black twinberry	12" - 24" HT	BAREROOT	5' O.C.	20%		
	MAAQ	1,225	Mahonia aquifolium	tall Oregon grape	12" - 24" HT	BAREROOT	5' O.C.	10%		
	MYCA	1,835	Myrica californica	California waxmyrtle	12" - 24" HT	BAREROOT	5' O.C.	15%		
	RIDI	1,225	Ribes divercatum	prickly currant	12" - 24" HT	BAREROOT	5' O.C.	10%		
	RONU	1,225	Rosa nutkana	nootka rose	12" - 24" HT	BAREROOT	5' O.C.	10%		
	SAHO	615	Salix hookeriana	Hooker's willow	4' HT, 1/2" DIA.	LIVE CUTTING	5' O.C.	5%		
	SARA	1,225	Sambucus racemosa	red elderberry	12" - 24" HT	BAREROOT	5' O.C.	10%		
	VAOV	245	Vaccinium ovatum	evergreen huckleberry	12" - 24" HT	BAREROOT	5' O.C.	2%		
	VAPA	245	Vaccinium parviflorum	red huckleberry	12" - 24" HT	BAREROOT	5' O.C.	2%		
	Herbaceous									FIELD-FIT AS DIRECTED BY OWNER, INSTALLED OVER 5% OF TOTAL PLANTING AREA
	EQHY	1,510	Equisetum hyemale	scouring rush horsetail	10 CU. IN.	PLUG	18" O.C.	25%		
	CHAN	1,510	Chamerion angustifolium	fireweed	10 CU. IN.	PLUG	18" O.C.	25%		
	HIHI	5,000	Symphyotrichum subspicatum	Douglas aster	10 CU. IN.	PLUG	18" O.C.	25%		
SIHE	400	Sidalcea hendersonii	Henderson's checkerbloom	10 CU. IN.	PLUG	18" O.C.	25%			
Soil and Mulch										
PLANTING AREA PREPARATION:				METHOD: NONE						
SOIL:				EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS						
MULCH:				18" DIAMETER WOOD CHIP MULCH RING AT TREES AND SHRUBS. NO MULCH AT HERBACEOUS PLANTINGS						

PLANT SCHEDULE: CRABAPPLE SHRUB SWAMP							EL: 8' TO 10'	5.53 ACRES		
Symbol	Species	Quantity	Botanical name	Common name	Size	Condition	Spacing	% of Mix	Notes	
	Trees									
	FRPU	185	Frangula purshiana	cascara buckthorne	24 - 36" HT	BAREROOT	20' O.C.	25%	NONE	
	MAFU	510	Malus fusca	Oregon crabapple	24 - 36" HT	BAREROOT	20' O.C.	70%		
	PISI	40	Picea sitchensis	Sitka spruce	24 - 36" HT	BAREROOT	20' O.C.	5%		
	Shrubs									
	LOIN	6,800	Lonicera involucrata	black twinberry	12" - 24" HT	BAREROOT	5' O.C.	60%	CLUSTER BY SPECIES WITH 5-10 OF THE SAME SPECIES TOGETHER	
	SAHO	4,195	Salix hookeriana	Hooker's willow	4' HT, 1/2" DIA.	LIVE CUTTING	5' O.C.	37%		
	SIHE	340	Sidalcea hendersonii	Henderson's checkerbloom	12" - 24" HT	BAREROOT	5' O.C.	3%		
	Soil and Mulch									
	PLANTING AREA PREPARATION:			METHOD: NONE						
	SOIL:			EXISTING NATIVE TOPSOIL EXCEPT WHERE DIRECTED BY OWNER TO USE ADD ALT. 1-4, SEE SPECIFICATIONS						
	MULCH:			18" DIAMETER WOOD CHIP MULCH RING AT TREES AND SHRUBS						

NOTES

1. SEE SHEET L1.0 FOR REVEGETATION GENERAL NOTES.
2. ACTUAL OWNER-PROVIDED PLANT QUANTITIES MAY VARY FROM THE QUANTITIES SHOWN ON THE PLANT SCHEDULES. OWNER TO PROVIDE FURNISHED QUANTITIES, REFER TO BID SCHEDULE, TYP. ESA TAKES NO RESPONSIBILITY FOR OWNER-FURNISHED QUANTITIES, CONDITIONS, AND/OR SIZING.
3. EXTENTS OF PLANTING SHALL BE FLAGGED IN THE FIELD BY OWNER. CONTRACTOR TO NOTIFY OWNER OF ANY DISCREPANCIES BETWEEN THE FLAGGED PLANTING AREAS AND THE PLANS PRIOR TO CONSTRUCTION.



819 SE MORRISON STREET,
STE. 310
PORTLAND, OR 97214
OFFICE - 503.274.2010
WWW.ESASSOC.COM

STAMP

REGISTERED
819
MATTHEW CRAMPTON
OREGON
2/20/14
LANDSCAPE ARCHITECT
RENEWS: 2/28/2027

CLIENT



PROJECT NAME
HAICH IKT'AT'UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)
LANE COUNTY, OREGON

REVISIONS

#	DATE	DESCRIPTION

DESIGNEDMAC
DRAWNTTF
CHECKEDHLW
IN CHARGEHLW
83882

PROJECT NUMBERD211316.07

ISSUE DATEJUNE 2026

SCALE IS AS SHOWN WHEN PLOTTED TO FULL SIZE (22"x34")
1"=

PHASE
REVEGETATION

SHEET TITLE

PLANTING
SCHEDULE

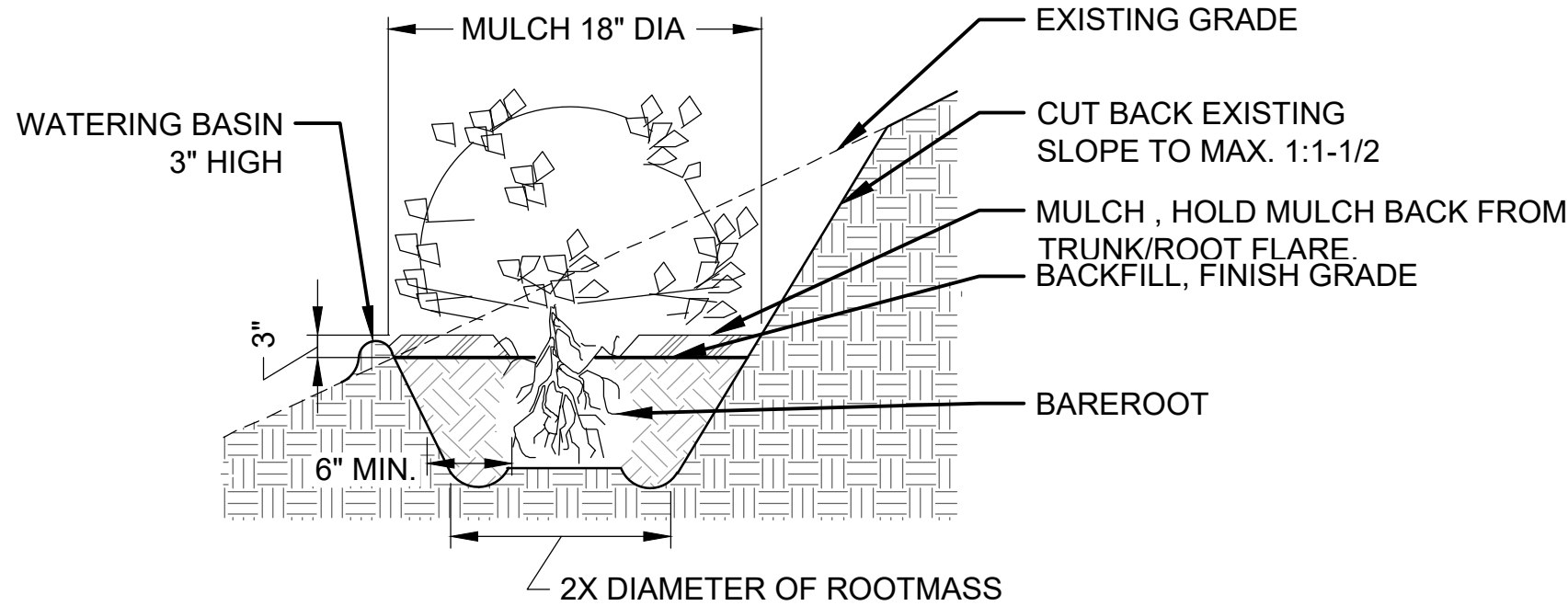
SHEET NUMBER
L2.1

SHEET 8 OF 9

FILE: P:\01 CAD\21\1xx\21\1316\01 - Waite Ranch Restoration\07 CAD\Drawings\LX.X - PLANTING SCHEDULE-REV-VEG.dwg PLOT DATE: 6/22/2026 5:23:45 PM PLOTTED BY: THOMAS FISCHER

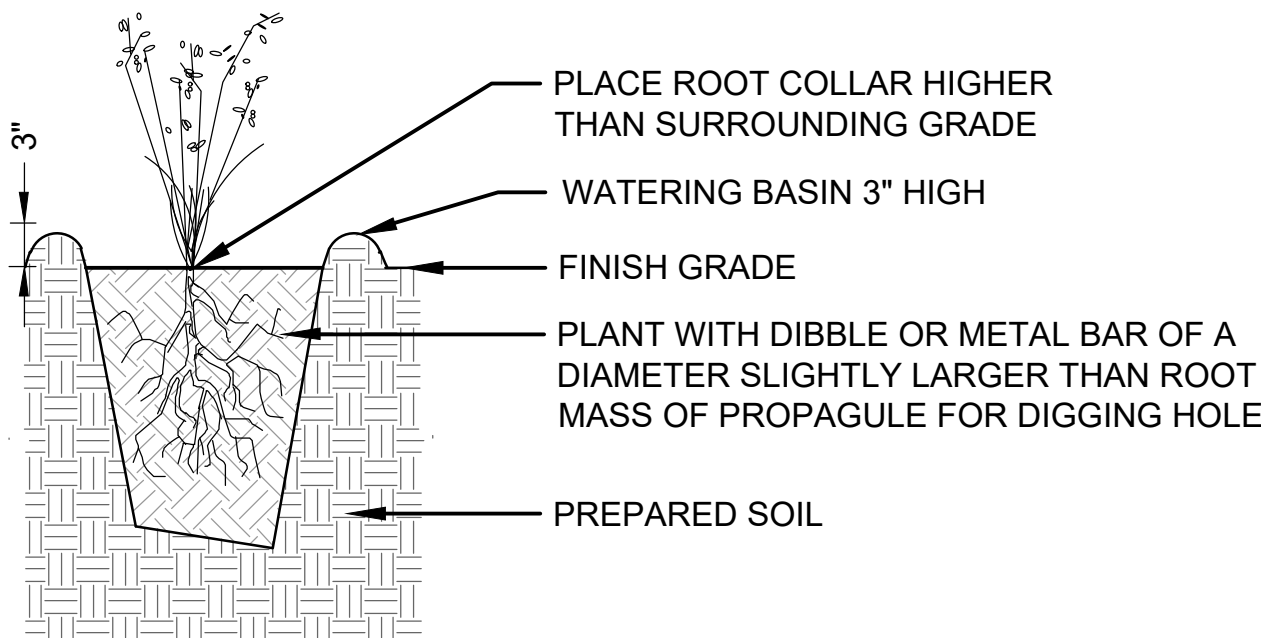
NOTES:

- OVER-EXCAVATE PLANT PIT TO PROVIDE 3" DEEP WATERING BASIN.
- SEE PLANT SCHEDULES AND PLANS FOR MULCH LOCATIONS, MULCH APPLICATION VARIES, TYP.
- SHRUBS PLANTED AS PLUGS REQUIRE BACKFILL AND MULCH AS SHOWN BELOW AND INDICATED IN THE BID SCHEDULE.



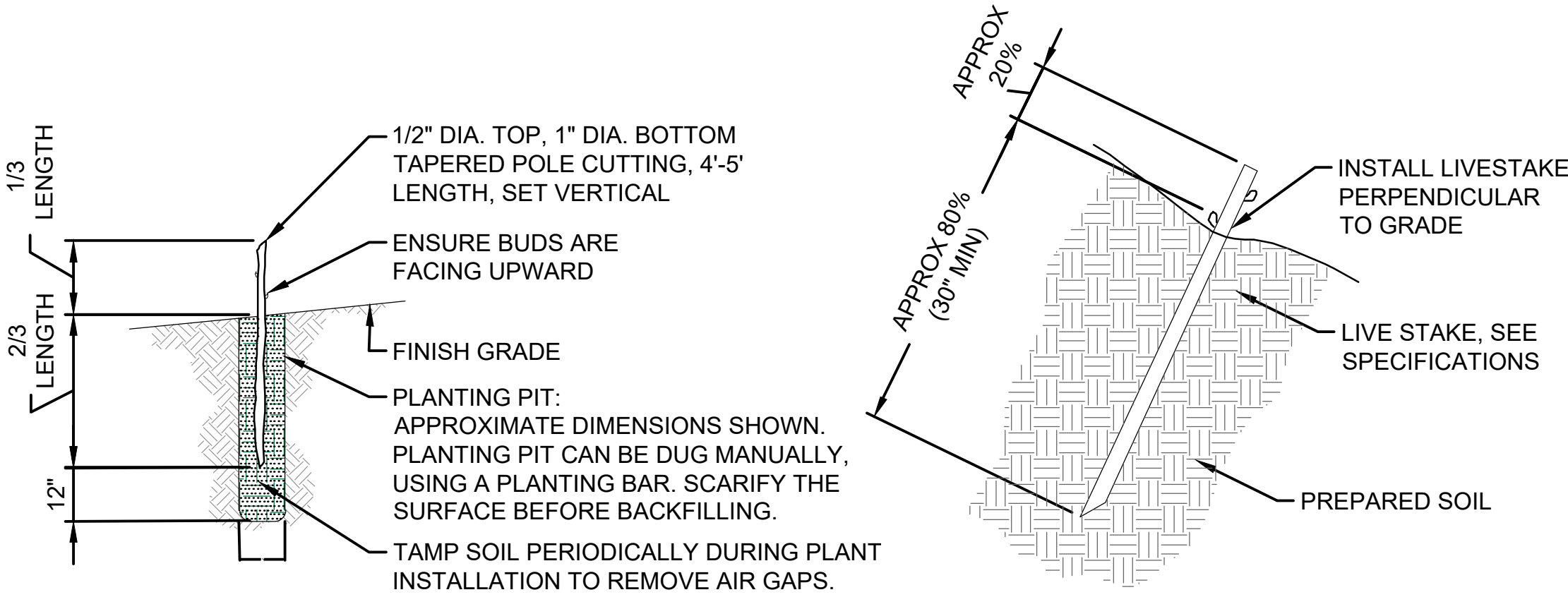
1 TREE AND SHRUB PLANTING
- DETAIL

SCALE: NTS



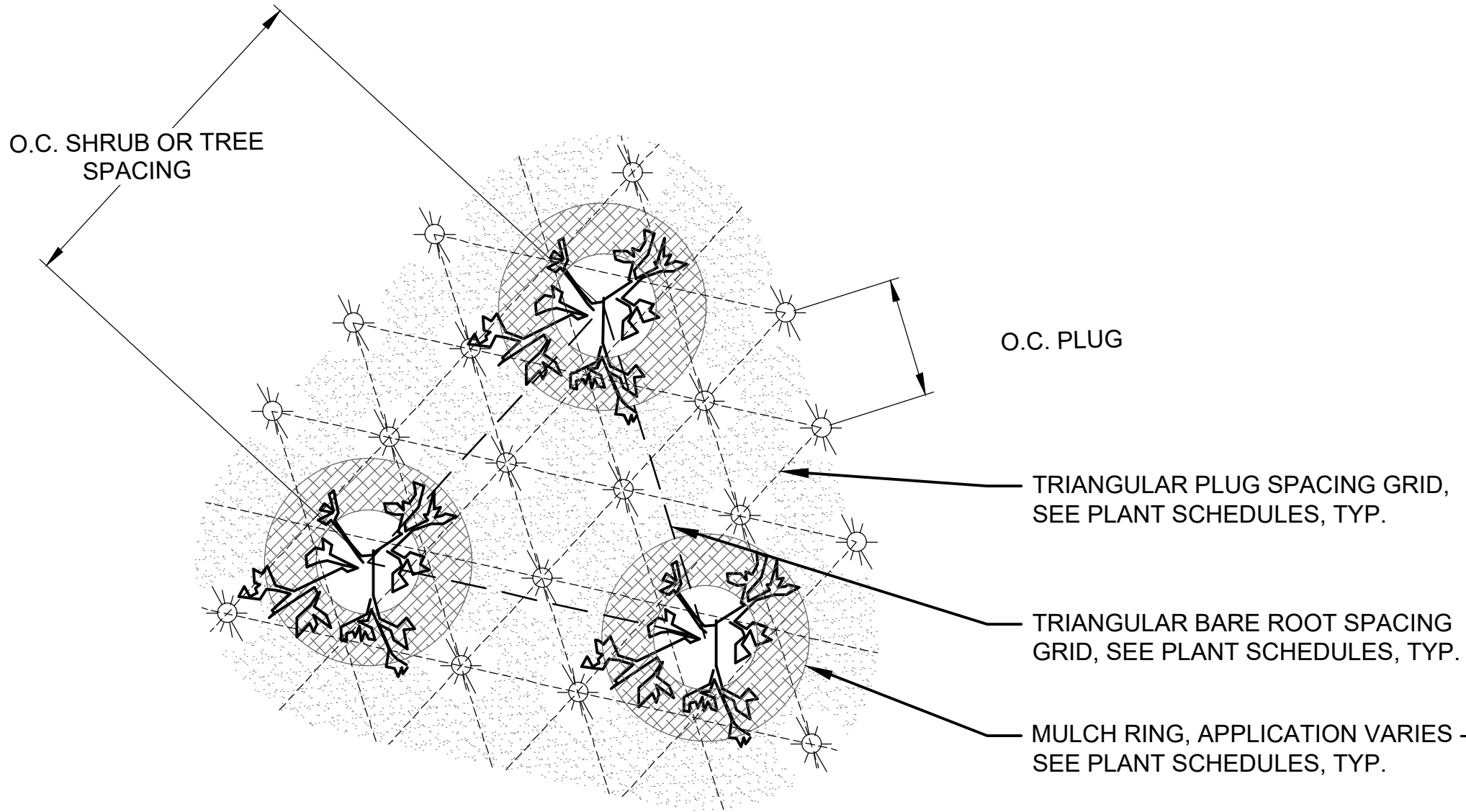
2 HERBACEOUS PLANTING
- DETAIL

SCALE: NTS



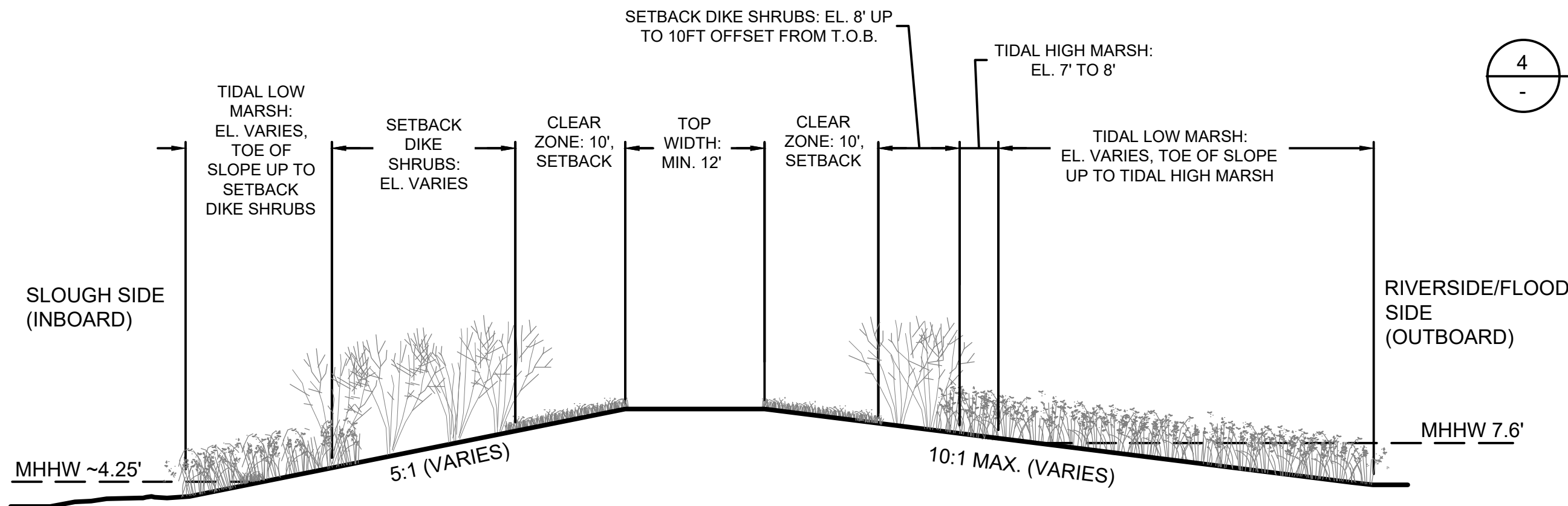
3 LIVE CUTTING
- DETAIL

SCALE: NTS



4 PLANT SPACING
- DETAIL

SCALE: NTS



A SETBACK DIKE TYPICAL CROSS SECTION - PLANTING
- SECTION

SCALE: 1"= 10'

NOTES

- SEE SHEET L1.0 FOR REVEGETATION GENERAL NOTES.
- ACTUAL OWNER-PROVIDED PLANT QUANTITIES MAY VARY FROM THE QUANTITIES SHOWN ON THE PLANT SCHEDULES. OWNER TO PROVIDE FURNISHED QUANTITIES, REFER TO BID SCHEDULE, TYP. ESA TAKES NO RESPONSIBILITY FOR OWNER-FURNISHED QUANTITIES, CONDITIONS, AND/OR SIZING.
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CLIENT



PROJECT NAME
HAICH IKT'AT'UU
(FORMERLY WAITE RANCH)
TIDAL WETLAND
REVEGETATION
(YEARS 3 AND 4)
LANE COUNTY, OREGON

REVISIONS

#	DATE	DESCRIPTION
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DESIGNED	MAC
DRAWN	TTF
CHECKED	HLW
IN CHARGE	HLW 83882

PROJECT NUMBER D211316.07

ISSUE DATE JUNE 2026

SCALE IS AS SHOWN WHEN
PLOTTED TO FULL SIZE (22"x34")
1" = 1'

PHASE
REVEGETATION

SHEET TITLE

PLANTING DETAILS

SHEET NUMBER

L3.0

SHEET 9 OF 9