

Exhibit A: BID PROSPECTUS

LOCATION: The sites are located along Dement Creek Road and private property in Myrtle Point, Coos County, OR, approximately 2.5 miles southwest of Broadbent, OR. (See maps in Exhibit B for specific location).

From Coquille, OR, take OR-42 E to Dement Creek Rd in Broadbent, OR (11.3 miles). Then take the Powers Hwy ramp to merge onto OR-542S/Powers Hwy (2.5 mi). Turn right onto Dement Creek Rd and follow for 2.2 miles to reach the northern-most section of Site 1.

Site 1 (Upper Dement Creek Sites): Legal description: 30S12W19 100 & 200; 30S12W18 200; 30S12W07 502 & 600

Dement Creek upstream coordinates are 42.956315°N/- 124.172257°W and downstream coordinates are 42.981425N°/-124.160649°W.

Site 2 (Lower Dement Creek Site): Legal description: 30S13W24 500.

Dement Creek upstream coordinates are 42.948585°N/- 124.2°W and downstream coordinates are 42.950523N°/-124.182257°W.

MANDATORY SITE TOUR: March 3, 2023 at 9:00am at 390 N. Central Blvd. Coquille, OR 97423. RSVP by March 1, 2023.

BID DEADLINE: March 24, 2023 at 4:00pm.

ESTIMATED START DATE: June 1, 2023.

PROJECT COMPLETE: Site Preparation (October 31, 2023), Planting (February 28, 2024), Plant Establishment (October 31, 2026).

PROJECT BACKGROUND:

Dement Creek is a 9,700-acre tributary to the South Fork Coquille River (SFCR). As one of the major tributaries to the SFCR, Dement Creek has been prioritized for restoration because it has reaches with high intrinsic potential for coho and provides spawning and rearing habitat for coho, fall Chinook, winter steelhead, coastal cutthroat trout, and Pacific lamprey. Currently Dement Creek is impacted from the legacy of past land use practices such as splash dams, stream cleaning, timber harvest in riparian areas, clearcutting, extensive road building, and conversion of the lower watershed to pasture for livestock grazing. These actions have exacerbated limiting factors due including high levels of sediment loading, high summer water temperatures, and lack of habitat complexity for native fish.

CoqWA has partnered with the Bureau of Land Management, Oregon Department of Fish and Wildlife and private landowners to address these limiting factors. A watershed assessment was completed in 2020 and has allowed CoqWA to prioritize stream reaches, riparian reaches, road sections, and failing infrastructure for effective habitat and sediment abatement restoration actions. Restoration activities will include improvement of stream habitat by constructing large woody debris (LWD) structures and LWD and bolder structures, improving riparian buffers on pastures, installing fence setbacks (approx. 70 ft setbacks), and installing over 50 cross drains. Improvement of the riparian areas will include the removal

and treatment of noxious weeds, planting of 9.5 acres of native riparian vegetation, and 5 years of plant establishment activities.

SCOPE OF WORK:

Work shall include site preparation (i.e., weed whacking, mowing, mulching, herbicide application), planting native bareroot trees and shrubs, harvesting and planting willow stakes, and plant establishment activities twice a year for three years (i.e., weed whacking, mowing, mulching, herbicide treatments).

Objective 1: Site Preparation

The Contractor will be responsible for the surface removal of noxious weeds (i.e., Himalayan blackberry (HBB), reed canary grass) occurring throughout approximately 9.65 acres of riparian area beginning May 1, 2023 (weather and site conditions depending) within all project areas (See Exhibit B for Site Location Maps). Noxious weeds will be mulched and spread throughout the riparian area. Additional branch trimming may be required to provide room for the improved fenceline within Project Area 1. Trimmed branches may be left in the riparian areas. Water-safe herbicides will be used to treat HBB and other noxious weeds in Fall 2023. The Contractor is responsible for recognizing and preventing damage to existing native vegetation currently established on site, in addition to newly planted individuals. All losses, destruction, or damage to plant materials that may occur due to negligent plant establishment activities will be the responsibility of the contractor. Due to specific sensitivities within the site, all work must adhere to timelines and methods. Additionally, the use of heavy machinery must be cleared by the CoqWA Riparian Habitat Project Manager prior to use on any site. (See Exhibit C-1 for Site Preparation Details)

Objective 2: Planting

All riparian buffers will be planted between November 1, 2023 and February 28, 2024 with a multi-tier mix of native woody species. Planting will include 2290 bareroot native trees and shrubs. At least 1,200 willow stakes will be harvested on site or at adjacent properties and will be at least 3 feet in length (see attached planting details for each site). The contractor will be responsible for sourcing and delivery of bareroot plants and protection supplies, with the assistance from the CoqWA Riparian Habitat Project Manager. Local nursery stock will be acquired prior to outsourcing. All materials and supplies must be approved by the CoqWA Riparian Habitat Project Manager prior to purchase. (See Exhibit C-2 for Planting Details)

Objective 3: Plant Establishment

Three years of plant establishment activities (i.e., weed whacking, mowing, mulching, water-safe herbicide application (optional, based on need), plant materials maintenance, supplemental planting (optional, based on need)) will begin June 2024. The Contractor will be responsible for completing these activities once, or twice depending on need to reapply herbicide treatments, yearly between June - October through year 2026. Plant establishment will focus on rapid establishment of woody vegetation throughout all areas of the project site by reducing competing vegetation and noxious weeds. The Contractor is responsible for recognizing and preventing damage to existing native vegetation currently established on site, in addition to newly planted individuals. All losses, destruction, or damage to plant materials that may occur due to negligent plant establishment activities will be the responsibility of the Contractor.

EQUIPMENT CHOICE, STAGING, and CLEANING: – Heavy equipment will be commensurate with the project and operated in a manner that minimizes adverse effects to the environment and cultural resources (e.g., minimally-sized, low pressure tires, minimal hard turn paths for tracked vehicles).

A. All equipment used for work will be cleaned for petroleum accumulations, dirt, plant material (to prevent the spread of noxious weeds), and leaks prior to entering the project area. Such equipment

includes large machinery, stationary power equipment (e.g., generators, canes), and gas-powered equipment with tanks larger than five gallons.

B. Store and fuel equipment on existing gravel roads after daily use.

C. Inspect daily for fluid leaks before leaving the vehicle staging area for operation. If equipment is found to be leaking during project work, all activity shall immediately cease until mechanical issues are addressed.

D. Thoroughly clean equipment before operation below ordinary high water or within 50 feet of any natural water body or areas that drain directly to streams or wetlands and as often as necessary during operation to remain grease free.

SITE ACCESSES: Minimize the number of temporary access roads and travel paths to lessen soil disturbance and compaction and impacts to vegetation.

FIRE RESTRICTIONS: The Contractor shall know and adhere to all fire rules and restrictions that apply to the project area, during implementation of the project. Contractor shall provide adequate tools and equipment to meet fire restriction requirements. Contractor shall be in default of contract should project be delayed for lack of required fire equipment preventing work that could have otherwise been completed.

SPILL PLAN: The Contractor shall have and be ready to deploy a spill kit in response to any leaks/spills of petroleum products or other contaminants. A spill plan will be provided, but spill kits must be provided by the Contractor. If equipment is found to be leaking during project work, all activity shall immediately cease until mechanical issues are addressed.

INADVERTENT DISCOVERY PLAN: An Inadvertent Discovery Plan (IDP) will be provided for directions in case of uncovering cultural resources during ground disturbing activities. Prior to commencing work, a meeting with the Project Manager must occur to overview the IDP protocols. The IDP will also be attached as an exhibit within the contract.

EXAMINATION OF SITE, BID DOCUMENTS, PERMITS, ETC.: Before submitting a Bid, each Bidder shall be responsible for: (i) becoming fully acquainted with the site and the conditions relating to the work, in order to understand fully the facilities, difficulties, and restrictions attending the execution of the Work; (ii) carefully examining each component of the Bid Documents and any other available supporting data, in order to become thoroughly familiar with all of the requirements; and (iii) obtaining for itself, at its own cost and expense, copies of all agency and association guidelines and standards cited in the proposed Contract and necessary to perform the Work. No failure or omission of any Bidder to receive or examine any such information or to visit the Site and become acquainted with the conditions existing at the Site shall in any way relieve such Bidder from obligations with respect to its Bid, any Contract entered into with such Bidder, or the Work, and the submission of a Bid shall be taken as *prima facie* evidence of compliance by the submitting Bidder per the requirements of this paragraph.

SELECTION AND EVALUATION CRITERIA: Proposals will be evaluated by a Selection Committee that, after a review of written proposals, may choose to also conduct a personal interview. Selection Committee will include at minimum CoqWA Director and CoqWA Project Manager. Bid evaluation will be based on the ability of the Bidder to meet the specifications for the tasks described in this RFB in a timely fashion. Selection will also be based on the ability of the Bidder to work in a cooperative manner with CoqWA staff and project partners on the Project. CoqWA will generally not

disclose the status of any award until the appropriate authority at CoqWA has approved the award of a Contract. Normally, the awarding of a Contract or Bid rejection will occur within 10 calendar days after Bid opening. If the selected Bidder and CoqWA agree, this deadline may be extended, but CoqWA reserves the right: (i) to award multiple Contracts for parts of the Work; (ii) to consider such criteria as it may deem appropriate with respect to the Project; (iii) to reject any or all Bids; and/or (iv) not to proceed with the Work and/or the Project (or any part thereof); all in the exercise of its sole and absolute discretion. CoqWA will provide a written notice of its intent to award a Contract to the successful Bidder(s) (in each case, a "Notice of Intent to Award Contract"), and any submittals required to be submitted to CoqWA within a certain number of days after award is made will count from the day that the Notice of Intent to Award Contract is given. The actual award shall, however, be dependent on full execution of the Contract(s) and submission by the successful Bidder(s) of all other required documents.

EVIDENCE OF RESPONSIBILITY: Upon the request of CoqWA, a Bidder whose Bid is under consideration for the award of a Contract shall submit promptly to CoqWA satisfactory evidence showing the Bidder's financial resources, construction experience, and organization available for the performance of the Work.

RIGHT TO AWARD OR REJECT: This RFB does not obligate the CoqWA to award a contract, the CoqWA reserves the right to reject any and all proposals and to further amend or refine a proposal and negotiate a contract with one of the proposers. The CoqWA reserves the right to offer a contract to other than the lowest cost bidder based on other evaluation criteria.

CONTRACT REQUIREMENTS: It is the desire of the CoqWA to enter into a contract that includes all of the services necessary to achieve the goal of the project, whether or not those services are specifically outlined or described in this RFB. This project includes federal funds; therefore, the selected firm must be able to comply with any specific federal provisions and regulations that may apply to such a federally funded contract and may be required to sign certain assurances related to applicable federal or state laws.

WAIVER OF INFORMALITIES: The CoqWA reserves the right to waive minor informalities contained in proposals, when in the Association's sole judgment, it is in the best interest of the Watershed Associations to do so. The CoqWA reserves the right to waive minor informalities in the Bids received. The CoqWA may also reject any Bid not in compliance with all prescribed requirements, including the requirement to demonstrate the Bidder's responsibility and may reject for good cause any or all Bids upon a finding by the CoqWA that it is in the public interest to do so, in accordance with OAR 137-049-0440

BID ERRORS AND WITHDRAW: A Bidder may withdraw its Bid at any time prior to the date and time that Bids are due, by means of written notice which is given to CoqWA before the date and time that Bids are due, at the address for submission of Bids which is given above. A Bidder may also modify and/or resubmit its Bid at any time prior to the date and time that Bids are due.

BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one Bid for the Work. However, a person, firm, or corporation which has submitted a sub-proposal to a Bidder, or which has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making its own Bid.

COSTS INCURRED: The CoqWA accepts no liability for any costs incurred by respondents in the preparation or presentation of proposals.

INQUIRES: Questions concerning this request for proposals should be directed in writing to:
Riparian Habitat Project Manager – Anna Pfeifer
Email: apfeifer@coquillewatershed.org

Each Bidder shall promptly notify CoqWA of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from, the Bid Documents. Bidders should note that questions received less than two calendar days prior to the date scheduled for opening of the Bids may not be answered. Any interpretation or correction of the Bid Documents will be made only by Addendum, and a copy of such Addendum will be sent directly to each Bidder. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

MILESTONES

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| Bid publishing date: | February 3, 2023 |
| Mandatory pre-bid site visit: | March 3, 2023 at 9:00am |
| All questions related to bid are due by phone or email: | March 10, 2023 |
| Bid due date: | March 24, 2023 |
| Anticipated opening of Bids: | March 27, 2023 |
| Contract award by: | April 3, 2023 |
| Successful Bidder(s) to provide contract/all paperwork to CoqWA: | April 21, 2023 |
| Site visit with selected contractor and technical advisory team: | TBD |
| Estimated Start date: | May 1, 2023 (weather and site conditions depending) |
| Completion date: | October 31, 2026 |

PROPOSAL INSTRUCTIONS: Bids must be received on or before 4:00pm, on March 24, 2023: Bids shall be emailed to;

Anna Pfeifer
apfeifer@coquillewatershed.org

Proposals shall include, at a minimum, the following items:

- A. A completed Bid Form (included as a separate document).
- B. Please provide a work plan to accomplish the Project goals as described in the RFB. The work plan shall include the following
 - a. A Summary of Work to Accomplish Objectives
 - b. Timeline
 - c. Equipment, with size expected to be on the project (Including proposed fire safety).

d. Personnel to be assigned (where possible, individual staff members and titles should be provided), and costs; taking into account the proposed timeline for completion of the Work indicated in the RFB.

f. Other Information

- C. A signed statement that you can and shall provide the Insurance requirement as listed.
- D. A written statement affirming your ability to undertake and complete specific phases of this work in a timely fashion from May 1, 2023 (weather and site conditions depending) to October 31, 2023 (for site preparation and fencing), November 1, 2023 to February 28, 2024 (for planting), and June 1, 2024 to October 31, 2026 (for plant establishment).

Bids must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the Bid, in the named person's own handwriting. In order for a Bid to be considered responsive, it must contain all of the documents and information which are required by this RFB, with signatures and notarization as indicated, and it must: (i) cover the complete scope of work as defined in the RFB; (ii) not include any exclusions or qualifications and (iii) include additive, alternate, unit and lump sum costs as listed on the bid forms. Bid prices must (where applicable) be F.O.B. at the Site, with all transportation and handling charges paid by the Bidder.