INVITATION TO BID

FOR

UPPER VALLEY JUNIPER REMOVAL PROJECT

CONTRACT

NOVEMBER, 2026

GRANT SOIL AND WATER CONSERVATION DISTRICT
721 SOUTH CANYON BOULEVARD
JOHN DAY, OREGON 97845

DISTRICT DIRECTORS

Pat Voigt, Chair
Phil St. Clair, Vice Chair
Roger Ediger, Secretary/Treasurer
Joanne Keerins
Rick Henslee

Kyle Sullivan, District Manager
Danielle Kimball, Programs Assistant

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SECTION B – INVITATION TO BID

INVITATION TO BID
UPPER VALLEY JUNIPER REMOVAL PROJECT

Individually sealed bids will be received from qualified vendors by Grant Soil and Water Conservation District (hereinafter called DISTRICT), at 721 South Canyon Boulevard, John Day, Oregon 97845 until **3:00 PM PT, DECEMBER 4, 2026** for the removal and disposal of approximately 139 acres of western juniper at three, dispersed sites located near John Day, Canyon City and Prairie City, Oregon. Immediately thereafter, Bids will be publicly opened. The full Invitation To Bid package, including all Addenda may be obtained through the project point of contact, Kyle Sullivan at (541) 628-5052 or e-mail ksullivan@grantswcd.net , by visiting the DISTRICT Office at above address, or at the DISTRICT'S website www.grantswcd.net.

This project must be completed prior to DECEMBER 31, 2027 Liquidated damages of $100 per day will apply to the contract resulting from this Invitation To Bid, upon the contractor's failure to complete the work within the specified time.

PERSPECTIVE BIDDERS ***ARE REQUIRED*** TO BE LICENSED WITH THE STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD (CCB).

Due to the anticipated project funding source, this Invitation To Bid and Resulting Contract ***ARE NOT SUBJECT*** to the provisions of the Federal Davis-Bacon Act and Oregon Revised Statute relative to Oregon Prevailing Wage Rate Law.

A voluntary pre-bid conference and tour of the work area will be conducted **November 18, 2026 at 9:00 AM (PT).** The tour will initiate at the Canyon City Cemetery located 0.5 mile east of Canyon City, Oregon. Bidders must provide their own transportation.

Bidders are not required to attend this voluntary pre-bid conference and tour, but it is strongly recommended that bidders or their representatives attend.

Individually sealed envelopes or packages containing bids and supporting data as stipulated in the instructions to Bidders shall be clearly marked with the vendor's name and the project name, **UPPER VALLEY JUNIPER REMOVAL PROJECT**. Bids sent by mail should be forwarded by certified mail, return receipt requested, addressed to the DISTRICT as shown above, in care of Danielle Kimball, and likewise shall be clearly marked or endorsed as stated herein.

Bids received after the time established for receipt of bids will not be considered. Bids may be withdrawn or modified in writing at any time prior to bid opening, following the guidelines established in the Invitation to Bid.

The DISTRICT may reject any Bid not in compliance with all prescribed public bidding procedures and requirements and reserves the right to reject for good cause any or all Bids in whole or in part upon the finding of the DISTRICT that it is in the public interest to do so, to waive irregularities not affecting substantial rights, and to postpone the award of the work as

necessary for a period of time not to extend beyond thirty (30) days from the Bid Opening Date. Bid prices quoted shall remain firm for a period of thirty (30) days from the date of Bid Opening.

The apparent successful Bidder shall provide all required proofs of insurance, furnish all applicable surety bonds, and other specified deliverables to the DISTRICT within twelve (12) calendar days from date the Intent-to-Award Announcement is issued by the DISTRICT. Failure to present the required documents within this period may result in Bid rejection.

Grant Soil and Water Conservation District

By: Kyle Sullivan, District Manager

SECTION C - INSTRUCTIONS TO BIDDERS

C.1 BID PREPARATION:

C.1.1 Compliance: All Bids must be sealed, clearly labeled, and presented to the Grant Soil and Water Conservation DISTRICT (herein called "DISTRICT") prior to the stated Bid Opening time. All Bids shall be typed or prepared in ink and signed in ink by an authorized representative of the Bidder. The supplied Bid proposal forms shall be used to ensure identification and proper presentation.

C.1.2 Product Quality: Brand names, when used, indicate quality and type desired. Other brands or equipment of equal quality, merit, and utility will be subject to DISTRICT approval.

C.1.3 Unit and Total Price: Unless otherwise indicated, the price of each item must be clearly shown in the space provided. The price of each item shall be extended to show the total when required. In cases of errors in extensions, the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

C.1.4 This Invitation To Bid and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statute and Grant Soil and Water Conservation District Public Contracting Rules.

C.1.5 Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained in this Invitation To Bid (including all listed attachments and Addenda, if issued).

C.2 INFORMATION TO BE SUBMITTED WITH BID:

- **Construction Contractors Board (CCB) Registration Requirements; & Joint Venture - Partnership Declaration, Section N;**
- **Addenda Acknowledgement; Section O;**
- **Signature of Bidder's Duly Authorized Representative, Section Q;**
- **Bid Pricing Form, Exhibit 1; and**
- **Issued Addenda (If required).**

THE FOLLOWING SHALL BE SUBMITTED EITHER WITH THE BID SUBMISSION OR WITHIN TWO (2) WORKING HOURS AFTER THE CLOSING:

- **First Tier Subcontractor Disclosure Information, Section G.**

C.3 BID EVALUATION:

Bids will be evaluated to identify the lowest Responsive Bid submitted by a Responsible Bidder and not otherwise disqualified. The DISTRICT reserves the right to reject any and all Bids or to accept the Bid deemed to be in the best interest of the DISTRICT and the State of Oregon.

C.3.1 Responsiveness: To be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the DISTRICT may waive minor informalities and irregularities.

C.3.2 Responsibility: Prior to award of a Contract, the DISTRICT will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375. In doing so, the DISTRICT may investigate Bidder and request information in addition to that already required in the Invitation To Bid, when the DISTRICT, in its sole discretion, considers it necessary or advisable.

C.4 BID READING:

At the prescribed time, date and place bids will be publicly opened and read, and Bidders are invited to be present to witness results. Award decisions will not be made at Bid Opening.

C.5 BID INFORMATION:

A tabulation of Bids received and considered prior to award will be publicly posted at the DISTRICT Office and copies may be obtained by request. The request may be included with the Bid or mailed separately to the DISTRICT.

SECTION D – GENERAL BIDDING INFORMATION

D.1 DEFINITIONS:

D.1.1 “DISTRICT” means the Grant Soil and Water Conservation DISTRICT, acting through its Board Chair or designated Contracting Officer.

D.1.2 “Invitation To Bid” means all contracting documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting and bids.

D.1.3 “Addenda” are written or graphic instruments issued by the DISTRICT representative prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

D.1.4 “Bid” is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

D.1.5 “Bidder” is one who submits a bid for a prime contract with the DISTRICT for the work described in the proposed contract documents.

D.1.6 "Opening" means the date/time set to read the Bid submittals.

D.1.7 "Closing" means the date and time set in the Invitation To Bid for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.

D.2 SCOPE OF WORK:

The DISTRICT is inviting Bids from qualified vendors to furnish all labor, tools, machinery, materials, transportation, equipment and services necessary, and reasonably incidental to the completion of the project described in the Invitation To Bid.

D.3 PROJECT PRICE ESTIMATE:

The following range is the project cost estimate: $54,000 - $94,000.

D.4. PROJECT COMPLETION SCHEDULE:

Performance of the contracted services shall be completed within the performance periods listed in the included Project Specifications under Section B.4 Sequence of Work as well as the Project Map.

D.5 LIQUIDATED DAMAGES:

Liquidated damages of $100 per calendar day will apply to the Contract resulting from this Invitation To Bid for failure of the contractor to complete the work within the specified performance period.

D.6 VOLUNTARY PRE-BID CONFERENCE:

D.6.1 A voluntary pre-bid conference and tour of the work area will be conducted **November 18, 2026 at 9:00 AM (PT).** The tour will initiate at the Canyon City Cemetery located 0.5 mile east of Canyon City, Oregon. Bidders must provide their own transportation.

BIDDERS ARE NOT REQUIRED TO ATTEND THIS VOLUNTARY PRE-BID CONFERENCE AND TOUR, BUT IT IS STRONGLY RECOMMENDED THAT BIDDERS OR THEIR REPRESENTATIVES ATTEND.

D.6.2 The work area for the Upper Valley Juniper Removal Project is located on private land.

D.7 POINT OF CONTACT:

The single contact point for questions regarding the Invitation To Bid, Specifications, Plans, Bidding process, change, clarification, the award process, protests and any other issues that may arise, is Kyle Sullivan at (541) 628-5052 and e-mail ksullivan@grantswcd.net .

D.8 INVITATION TO BID DOCUMENTS AVAILABILITY:

D.8.1 Bidders may obtain a hard or electronic copy of the full Invitation To Bid package from the Point of Contact identified in Section D.7. Hardcopies of the Invitation To Bid will be available to interested vendors at the DISTRICT Office located at 721 S. Canyon Blvd., John Day, OR 97845, during regular business hours (Monday-Friday; 7:00am-5:00pm) or may be downloaded from the DISTRICT'S web site www.grantswcd.net. Upon request, the DISTRICT will provide or mail one (1) free hardcopy of the Invitation To Bid, including Addenda to each interested Bidder. Additional hardcopies can be ordered from the DISTRICT for a fee in accordance with the DISTRICT's Public Records Information Request Policy.

D.8.2 Attachments: Some exhibits and attachments may not allow for them to be downloaded or electronically mailed to interested Bidders. In these cases, the solicitation contains instructions on how to obtain hardcopies of these documents.

D.9 TRADE SECRETS:

Any information Bidder submits in response to the Invitation To Bid that Bidder considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Bidder wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary

information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Bidders are cautioned that price information submitted in response to an Invitation To Bid is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Bidders that is already in the public domain is not protected. The State shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

D.10 SOLICITATION LAW, RULES AND GENERAL CONDITIONS:

This Invitation To Bid and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statues, and DISTRICT Public Contracting Rules. The Invitation To Bid and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

D.10.1 OREGON REVISED STATUES (ORS Chapters 279A and 279C) - Can be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or on line at: http://www.leg.state.or.us/ors/home.html

D.10.2 Grant Soil and Water Conservation District Public Contracting Rules – Can be obtained from the Point of Contact identified in Section D.7.

D.11 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND WORK SITE:

It is understood that the Bidder, before submitting the Bid, has made a careful examination of the Invitation To Bid, Plans, Specifications, Addenda, and Attachments; that the Bidder has been fully informed as to the quality and quantity of materials and character of the work required; and that the Bidder has made a careful examination of the location and conditions of the work. The State of Oregon, its Legislative Assembly or DISTRICT will in no case be responsible for any loss or for any unanticipated costs that may be suffered by contractor as a result of contractor's failure to acquire full information in advance and in regard to all conditions pertaining to the work.

D.12 SOLICITATION PROTEST; REQUEST FOR INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS:

D.12.1 If a Bidder finds discrepancies, in, or omissions from, the Contract Documents, or if the Bidder is in doubt as to their meaning, the Bidder shall at once notify the DISTRICT. If applicable corrections or clarifications are necessary, the DISTRICT will issue written directives in the form of Addenda. Any clarifications or protests to the specifications should be detailed in official written correspondence to the Point of Contact and be received seven (7) calendar days or

more prior to the bid opening date. It shall be the sole responsibility of the Bidder to understand all of the provisions of the bid invitation and contract specifications.

D.12.2 All issued Addenda will become a part of the Invitation to Bid and Contract.

D.12.3 Informal responses to Bidder questions regarding the project or Contract do not affect the provisions of the Invitation To Bid. Plans, Specifications, Contractual Terms, and Procurement Requirements can only be changed via Addenda issued by the DISTRICT.

D.12.4 Any Bid response that includes non-approved alternative product brands where approval is required, or that takes exception to the Specifications, Plans, or Contractual Terms of the Invitation To Bid may be deemed non-responsive and rejected from consideration.

D.13 PREPARATION OF BID PROPOSAL:

D.13.1 The Bidder shall submit their proposal upon the form(s) furnished by the DISTRICT. The Bidder shall specify the Bid item unit price; both written out in words and in figures, in addition to providing the total item amount (unit price multiplied by the approximate quantity) and total extended amount (sum of all total item amounts) in figures. All words and figures shall be in ink or typed.

D.13.2 If an amount entered by the Bidder on the proposal form is to be altered it should be crossed out with ink, the new Bid amount entered above or below it, and initialed by the Bidder, also with ink. In a case of discrepancy between the prices written out in words and those written in figures, the prices written in words shall govern.

D.13.3 The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the DISTRICT.

D.13.4 Bid proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked with the name or number of the project, the Bidder's name and contact information, and addressed to the Grant Soil and Water Conservation DISTRICT at 721 South Canyon Boulevard, John Day, Oregon 97845. Bids sent by mail should be forwarded by certified mail, return receipt requested, addressed to the DISTRICT as shown above, in care of Danielle Kimball, and likewise shall be clearly marked or endorsed as stated herein.

D.13.5 Sealed Bids must be received by the DISTRICT prior to the designated Closing date/time. Bids received after the date/time for Closing will not be considered for award.

D.14 IRREGULAR PROPOSALS:

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

D.14.1 If the proposal is on a form other than furnished by the DISTRICT, or otherwise specified, or if the form is altered or any thereof is detached.

D.14.2 If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

D.14.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

D.14.4 If the proposal does not contain the Bid price amount both; written out in words and in figures for each item listed, the total item amount in figures and the total extended amount of all items in figures.

D.14 MODIFICATION OF BIDS; OFFER WITHDRAWALS:

D.14.1 A Bidder may not modify any Bid after it has been deposited with the DISTRICT. A Bidder may rescind a Bid and deposit a new sealed Bid with the DISTRICT prior to the time set for Opening Bids. No oral, electronic, faxed or telephone Bids or modifications of Bids will be considered.

D.14.2 Qualified sealed Bids may be withdrawn by the Offeror in writing when submitted to the DISTRICT on the Offeror's letterhead, signed by the authorized representative, and received prior to the Bid Closing. Offeror withdrawals submitted in writing must be labeled as such and contain the associated Invitation to Bid number or name.

D.14.3 Qualified sealed Bids may also be withdrawn in person before the Bid Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Signature confirmation of withdrawal may also be required.

D.15 WITHDRAWAL OF BID ITEMS:

The DISTRICT reserves the right to delete Bid items. The delete of one or more Bid items will not affect the method of award.

D.16 SUBSTITUTIONS:

Any request for approval of equipment or product, when certain manufacturer's equipment,

product brand or its approved equal is called for, shall be presented to the DISTRICT in writing at least seven (7) calendar days previous to the date on which Bids are to be opened. Requests for approval of substitutes must include complete specifications and descriptive literature.

D.17 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, the DISTRICT may post preliminary bid results. Such postings may not be correct and are not final.

D.18 TIME FOR OFFER ACCEPTANCE AND EXTENTIONS:

D.18.1 A Bidder's Bid is a firm offer, irrevocable, valid and binding on the Bidder for not less than thirty (30) calendar days from the Closing date.

D.18.2 The DISTRICT may request, orally or in writing that Bidders extend, in writing, the time during which the DISTRICT may consider their Bids. If a Bidder agrees to such extension, the Bid shall continue as a firm Offer, irrevocable, valid and binding on the Bidder for the agreed-upon extension period.

D.19 METHOD OF AWARD:

The responsiveness and responsibility of Bidders and of their proposed subcontractors will be considered in making the award. The DISTRICT shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Bid and the alternates accepted. The DISTRICT reserves the right to reject any Bid that does not comply with all prescribed public bidding procedures and requirements, and may reject for good cause any Bid or all Bids upon a finding by the DISTRICT that it is in the public interest to do so.

D.20 SUBSTANTIAL COMPLIANCE REQUIRED:

Bidders not in substantial compliance with Invitation To Bid requirements cannot be considered, and cannot be supplemented by submissions delivered after Closing. However, the DISTRICT may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

D.21 OFFER EVALUATION CRITERIA:

Bidders will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified.

D.21.1 RESPONSIVENESS: To be considered responsive, the Bidder must substantially comply in

all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, the DISTRICT may waive minor informalities and irregularities.

D.21.2 RESPONSIBILITY: Prior to award of a Contract, the DISTRICT will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in ORS 279C.375. In doing so, the DISTRICT may investigate Bidder and request information in addition to that already required in the Invitation To Bid, when the DISTRICT, in its sole discretion, considers it necessary or advisable.

D.22 PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by the DISTRICT that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the Invitation To Bid requirements.

D.23 INTENT-TO-AWARD ANNOUNCEMENT

The DISTRICT reserves the right to announce its intent to award prior to formal Contract award by publicly posting the tabulation sheet of Bid results at DISTRICT Office, or by letter. The Intent-to-Award Announcement shall serve as notice to all Bidders that the DISTRICT intends to make an award.

D.24 PROTEST OF INTENT TO AWARD

Adversely-affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

D.24.1 In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the responsible Bidder submitting the lowest responsive Bid and that any and all lower Bidders are ineligible to receive the Contract award.

D.24.2 An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

D.25 AWARD

After expiration of the Intent-to-award protest period, and resolution of all protests, the DISTRICT will proceed with final award.

D.26 COMMENCEMENT OF WORK

Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued by the DISTRICT.

D.27 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER:

D.27.1 INSURANCE: The apparent successful Bidder shall provide all required proofs of insurance to the DISTRICT within twelve (12) calendar days of notification of Intent-to-Award. Failure to present the required documents within the designated time period may result in Bid rejection. Bidders are encouraged to consult their insurance agent(s) about the required insurance coverage's listed below.

- Workers' Compensation: All employers, including the apparent successful Bidder, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage. The apparent successful Bidder shall ensure that each of its Subcontractors complies with these requirements and shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the apparent successful Bidder or its Subcontractors.

- Commercial General Liability: The apparent successful Bidder shall obtain, at Bidder's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnity provided under this Contract, and shall be issued on an occurrence basis. The apparent successful Bidder shall provide proof of insurance of not less than the amounts listed in the following schedules:

  Per Occurrence Limit for any single claimant:
  From commencement of the Contract term to July 1, 2027: $902,700.

July 1, 2027 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4), 30.272(4) and 30.273(3).

Per Occurrence Limit for multiple claimants:
From commencement of the Contract term to July 1, 2027: $1,805,300.
July 1, 2027 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4), 30.272(4) and 30.273(3).

- Automobile Liability: The apparent successful Bidder shall obtain, at Bidder's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. The apparent successful Bidder shall provide proof of insurance of not less than the amounts listed in the following schedules:

  Per Occurrence Limit for any single claimant:
  From commencement of the Contract term to July 1, 2027: $902,700.
  July 1, 2027 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4), 30.272(4) and 30.273(3).

  Per Occurrence Limit for multiple claimants:
  From commencement of the Contract term to July 1, 2027: $1,805,300.
  July 1, 2027 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4), 30.272(4) and 30.273(3).

- Excess/Umbrella Insurance: A combination of primary and excess/umbrella insurance is acceptable to meet the minimum coverage requirements for Commercial General Liability and Automobile Liability Insurance. In such case, the insurance certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is “The Excess/Umbrella policy is excess over primary Commercial General Liability and primary Automobile Liability Insurance.”

- Additional Insured: The liability insurance coverage, except Professional Liability if included, required for performance of this Contract shall include the State of Oregon, its departments, divisions, officers, and employees, as Additional Insureds but only with respect to the successful Bidder's activities to be performed under this Contract.

- Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the apparent successful Bidder shall furnish certificate(s) of insurance to the DISTRICT prior to execution of the Contract. The certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage

required under this Contract shall be obtained from insurance companies or entities acceptable to the DISTRICT that are allowed to provide such insurance under Oregon law.

D.27.2 PERFORMANCE BOND and PAYMENT BOND: No surety bonds are required for this Contract.

D.27.3 JOINT VENTURE/PARTNERSHIP INFORMATION: The apparent successful Bidder, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Bid and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

SECTION E - BID SECURITY REQUIREMENTS

No bid security is required for this Contract.

SECTION F – PREVAILING WAGE RATES (BOLI & Davis-Bacon Requirements)

Due to the anticipated project cost estimate and funding source, this Invitation To Bid and Resulting Contract are not subject to the provisions of the Federal Davis-Bacon Act and Oregon Revised Statute relative to Oregon Prevailing Wage Rate Law.

SECTION G – FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

G.1 Pursuant to ORS 279C.370, Offerors are required to disclose information about certain first-tier subcontractors when the DISTRICT estimates the Contract value for a Public Improvement to be greater than $100,000. Specifically, when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least $15,000, or (ii) $350,000 regardless of the percentage, the Bidder must disclose the following information about that Subcontract in its Bid submission or within two (2) working hours after Closing:

(a) The subcontractor's name,
(b) Dollar value and,
(c) The category of work that the subcontractor would be performing.

DISTRICT MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE SPECIFIED DISCLOSURE INFORMATION BY THE STATED DEADLINE.

G.2 An Offeror shall submit the disclosure information either in its Offer submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

G.3 The DISTRICT shall obtain, and make available for public inspection, the disclosure information. The DISTRICT shall also provide copies of the disclosed information to the Bureau of Labor and Industries as required by ORS 279C.835. The DISTRICT is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

SECTION H – RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES

The DISTRICT reserves the right, pursuant to ORS 279C.375 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Bidder's responsibility to perform the Contract. Submission of a signed Bid shall constitute approval for the DISTRICT to obtain any information the DISTRICT deems necessary to conduct the evaluation. The DISTRICT shall notify the apparent successful Bidder, in writing, of any other documentation required, which may include, but is not limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity; credit information; material; equipment; facility and personnel information; performance record of Contract performance; etc. Failure to promptly provide this information shall result in Bid rejection. The DISTRICT may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate Responsibility, as required under ORS 279C.375, shall render the Bidder non-responsible and shall constitute grounds for Bid rejection.

The DISTRICT also reserves the right to choose and investigate any reference whether or not furnished by the Bidder, and to investigate past performance of any Bidder with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of service on schedule, and its lawful payment of suppliers, subcontractors, and employees. The DISTRICT may postpone the award or execution of the Contract after the announcement of the apparent successful Bidder in order to complete its investigation. The DISTRICT may reject a bid if, the opinion of the DISTRICT, overall reference responses indicate inadequate performance.

SECTION I - RECYCLED PRODUCTS

Vendors shall use recyclable materials to the maximum extent economically feasible in the performance of the Contract Work set forth in this document. ORS 279A.010(ii) provides as follows: "'Recycled product' means all materials, goods and supplies, not less than 50 percent of the total weight of which consists of secondary and post-consumer waste with not less than 10 percent of total weight consisting of post-consumer waste. 'Recycled product' also includes any product that could have been disposed of as a solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form."

By my signature in Section Q, I, the undersigned duly authorized representative of the Bidder, hereby affirm that Bidder will comply with the above recycled products provisions.

SECTION J - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section Q of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

SECTION K - CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

(1) Pursuant to ORS 279C.505, the Bidder certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

(a) A written employee drug testing policy, (b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and (c) Required testing of a Subject Employee when the Bidder has reasonable cause to believe the Subject Employee is under the influence of drugs.

(2) A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

(3) If awarded a Public Improvement Contract as a result of this solicitation, Offeror agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which

includes, without limitation, the Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

(4) If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

(a) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or (b) Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION L - CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section Q, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

SECTION M – DEBARMENT AND SUSPENSIONS

The Bidder hereby certifies that the Bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency, or by a State or Tribal Agency. If requested by the DISTRICT, the Bidder shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form, certifying this information. Any such form shall be incorporated into this Invitation to Bid by reference.

Bidder accepts the responsibility to ensure that it does not enter into a contract with a value of $25,000 or more, with an individual or entity which is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency, or by a State or Tribal Agency.

SECTION N - CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

N.1 CCB REQUIREMENTS:

(a) Bidders shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to Bidding on Public Improvement Contract(s). FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

Bidders shall provide their Construction Contractors Board (ORS 701.055) registration number below:

Construction Contractors Board Registration Number: _____

Expiration Date of CCB Number: _____

(b) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

N.2 JOINT VENTURE/PARTNERSHIP DISCLOSURE:

The Bidder shall disclose whether the Bid is submitted by either a partnership or joint venture.

NO: _____ YES: _____

If yes, the Bidder shall provide the name of the contact person for the partnership or joint venturer.

Name: _____

SECTION O - ADDENDA ACKNOWLEDGEMENT

O.1 The DISTRICT reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the closing time and date. Issued Addenda will be publicly posted in the DISTRICT Office and available to interested Bidders upon request. The District is not responsible for a Bidders failure to receive notice of Addenda if such are posted in the foregoing manner. Addenda shall only be issued by the DISTRICT and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

O.2 By Bidder's signature in Section Q it acknowledges, agrees, and certifies to the following:

If any Addenda are issued in connection with this Invitation To Bid, Bidder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this Invitation To Bid.

Check one: Addenda Received ( ) Number_____ to Number _____

None Received ( )

SECTION P – RESIDENCY INFORMATION

Section Not Used

SECTION Q - SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

(1) S/he is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.

(2) Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid Document (including all listed attachments and Addenda, if any, issued);

(3) The Bid submitted is in response to the specific language contained in the Invitation To Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation To Bid, or (b) any previously-issued Invitation To Bid, if any.

(4) The DISTRICT shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidders failure to comprehend all requirements of the Invitation To Bid.

(5) The DISTRICT shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.

(6) The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.

(7) The Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.

(8) Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);

(9) Bidder will furnish the designated item(s) and/or service(s) in accordance with the Bid Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;

(10) Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and

(11) All affirmations and certifications contained in aforementioned sections are true and correct.

Authorized Signature: _____

Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number: (_____)_____ Fax Number: (_____)_____

E-Mail Address: _____

EXHIBIT #1 - BID PRICING FORM

UPPER VALLEY JUNIPER REMOVAL PROJECT

BID PRICING FORM

Item #	Description	Quantity	Unit	Unit Price		Total Amount
				Amt. in Figures	*Unit Price Written Out In Words*	*Total Amount*
1	Juniper Cut	139.0	Per Acre	$_____.____	*Dollars*	$_____.____
2	Juniper Pile	139.0	Per Acre	$_____.____	*Dollars*	$_____.____
3	Pile Burning	139.0	Per Acre	$_____.____	*Dollars*	$_____.____

BIDDER NAME : _____ **TOTAL BID PRICE $** _____

ADDRESS: _____

_____

TELEPHONE NO.: _____

E-MAIL ADDRESS: **SIGNATURE:** _____

EXAMPLE ON HOW TO FILL IN BID PRICING:

1	WORK ITEM DESCRIPTION	10	Per Each	$2.99	TWO AND 99/100 or TWO DOLLARS, NINETY NINE CENTS	$29.99

Exhibit: B

John Day Landscape Resiliency Program Project Specifications

September, 2026

Contracting Agency:

Grant Soil and Water Conservation District
721 South Canyon Boulevard
John Day, OR 97845

TABLE OF CONTENTS

SECTION A	GENERAL REQUIREMENTS
SECTION B	SUMMARY OF WORK
SECTION C	SITE WORK

SECTION A – GENERAL REQUIREMENTS

All Work shall conform to the requirements of the Contract, Maps, Specifications, and Professional and Industrial Standards. Questions regarding the Work should be directed to the Grant Soil and Water Conservation District (District). The Contractor shall notify the District at least 24 hours prior to commencement of the job.

A.1 EXTRA WORK

No claim for extra Work shall be considered or allowed unless such Work is approved by the District, in writing, prior to commencement of such Work.

A.2 LEGAL

All Work shall be performed in compliance with local, state and federal laws, regulations, and safety requirements.

A.3 PERMITTING

A.3.1 All Work is to be performed in compliance with all applicable permit conditions and measures identified by the specific permit or clearance documents and compliance with such is considered incidental to the Work if not specifically identified in a contract bid item.

A.3.2 Any submittals required by any permit that is part of this Project shall be provided to the requesting regulatory agency within the time specified by the agency.

A.3.3 Any specific permits and/or clearances required to be obtained by the Contractor for this Project will be identified within the corresponding Contract Bid Item description.

A.4 EQUIPMENT

A.4.1 All equipment shall be kept clean and free of oil leaks. All leaks developed during construction, shall be repaired immediately. Equipment operators shall be prepared to contain spilled fuel or oil to prevent entry into any stream.

A.4.2 Contractor equipment and vehicles shall be clean and free of noxious weed seed or organic matter prior to entering the construction area. The District may inspect equipment and vehicles prior to authorizing their access into the work site.

A.4.3 Contractor shall provide adequate equipment, labor and tools to conduct Work in accordance with the Contract Specifications.

A.5 SAFETY

The Contractor is responsible for the compliance with all state and local laws, ordinances, codes, and/or regulations applicable for the treatment.

A.6 ENVIRONMENTAL CONSIDERATIONS AND RESTORATION

A.6.1 The Contractor shall, at all times, direct his/her activities in such a manner as to minimize adverse impacts to the property and environment. Contractor shall confine their Work activities to the minimum area necessary to complete the Project.

A.6.2 Any damage to trails, roads, fences, ditches, fields yards, existing structures, or creek banks shall be promptly repaired by the Contractor to near the condition which existed near prior to the damage, or replaced at the Contractor's expense prior to final approval of the Work by the District's Authorized Representative.

A.6.3 Any release of contaminants into the environment will require immediate corrective action by the Contractor in accordance with applicable state and federal regulations.

A.6.4 Staging, refueling, and petroleum storage areas for vehicles and equipment shall be located a minimum of 150 feet away from a stream or wetland.

A.6.5 Emergency spill containment equipment/material will be available at all times to manage any potential petroleum product spills or leaks. If a spill or leak occurs, it will be cleaned up immediately and appropriate officials shall be notified.

A.6.6 Work shall be performed when soils are dry or frozen to minimize ground disturbance.

A.8 INSPECTION AND ACCEPTANCE

A.8.1 The District will inspect, accept, or reject the Work to be provided under this Contract. Inspection, acceptance or rejection will be performed at the job site as Work progresses.

A.8.2 Failure by the Contractor to mobilize specified or adequate equipment of work force, or make sufficient progress on the Work as to jeopardize the successful completion of the Project according to the provisions of the Contract, may result in Contract Termination.

A.9 EXECUTION

A.9.1 Location and Details Not Shown:

The Contractor shall not deviate from the Work locations or specifications unless previously ordered or authorized by the District's Authorized Representative.

A.9.2 Access Restrictions:

The District may suspend all or any part of the Work if it is determined that the ground, stream, crop, farm or conditions render the sites unsuitable for Work.

A.9.3 Vehicles:

In order to control access and damage, vehicle use shall be kept to the minimum necessary to complete the required Work activities.

Use of vehicles will be restricted to Project access points as designated by the District's Authorized Representative. Vehicle use may be restricted during wet periods. If roads within Work areas become inaccessible due to snow, rainfall, fallen trees, slides, washouts, crop conditions or ranch or farm operations, including irrigation schedules, the District may direct the Contractor to change Work priorities or suspend Work if necessary.

A.9.4 Gates and Fences:

Gates and fences in areas where livestock are present will not be left open unless so directed by the property owner.

SECTION B - SUMMARY OF WORK

B.1 REQUIREMENT

Conduct Work, in accordance with Contract Provisions, these Specifications and associated Maps.

B.2 LOCATION

All Work is to be performed around the City of Canyon City, Oregon.

B.3 INTENT

B.3.1 The intent of this Work is to remove and dispose of unwanted vegetation within project boundaries to reduce the risk of wildfire to city residents and improve the overall health and resiliency of the rangelands in the vicinity.

B.3.2 Grant Soil and Water Conservation District (District) will enter into a Contract with a qualified vendor to conduct the above Work and will administer the Contract and finances of the Project.

B.4 SEQUENCE OF WORK

It is understood that time is of the essence in the execution of this Contract. All Work elements must be completed by December 31st, 2027.

B.5 PRINCIPAL COMPONENTS OF WORK

B.5.1 All participating property owners have signed Cooperator Agreements with the District to allow the Work; however, Contractor shall be responsible for contacting owners to inform them regarding the details of when the Work will be conducted.

B.5.2 Treatment of 139 acres of Juniper through cutting, pruning, piling and burning in accordance with Section C – Site Work.

B.6 MINIMUM AREA

Impacts will be confined to the minimum area necessary to complete the Project.

SECTION C – SITE WORK

C.1 JUNIPER CUTTING

Work item shall consist of cutting or clipping all juniper from seedlings to mature trees within the treatment areas.

- Stump heights shall be less than eight (8) inches (uphill side); trees shall be completely severed from stump and all living vegetation on the stump or attached by branches will be sheared and removed.

- Acceptable juniper cutting methods can include chainsaws, loppers, hand saws or mechanized equipment with mounted hot saws, hydraulic shears or other District approved methods. Mechanized cutting will be done when soils are dry or frozen; removal practices will be performed to minimize soil disturbance.

- Junipers to be left after the project ("Leave Trees") will be individually flagged prior to work commencing and pruned as described below

C.2 LEAVE TREES PRUNING

Work item shall consist of pruning limbs from flagged Leave Trees in order to reduce their ability to function as ladder fuels.

- All live and dead limbs shall be pruned around the bole up to 4 feet from the ground.

- Limb stubs shall be flushed cut with the branch collar while keeping the bark layer intact.

- Pruned limb stubs attached to the tree shall be less than 2-inches.

C.3 SLASH PILING

Work items shall consist of piling juniper trees and limbs generated during cutting.

- All cut trees shall be moved so no part is within five (5) feet of any part of a live tree; piles should also be no closer than five (5) feet from any part of a live tree.

- Piles shall be constructed in such a manner as to easily ignite, combust completely, contain fire within the pile perimeter and do minimal damage to residual trees.

- In order to facilitate rapid and more complete combustion of slash piles, it is recommended they be constructed by stacking smaller diameter material on the bottom and placing larger diameter material on top. Keeping the curvature of placed material in the same direction consistent the piled limbs will result in denser piles; a dense inner portion of the pile maintaining minimal void spaces covered by a looser outer layer will typically burn the best.

- Minimum pile size shall be 5 feet high and 6 feet wide by 6 feet in length; it is recommended piles be no larger than 12 feet in length or width as measured three feet from the ground surface.

- Piles should be spaced sufficiently far enough apart as to prevent unintentional ignition during burning.

C.4 PILE BURNING

Work items shall consist of burning the slash piles in such a manner that they are completely consumed while not damaging live trees.

- Contractor will provide the District with timelines for anticipated slash pile burning activities in order for the District to communicate with ODF and secure necessary permits.

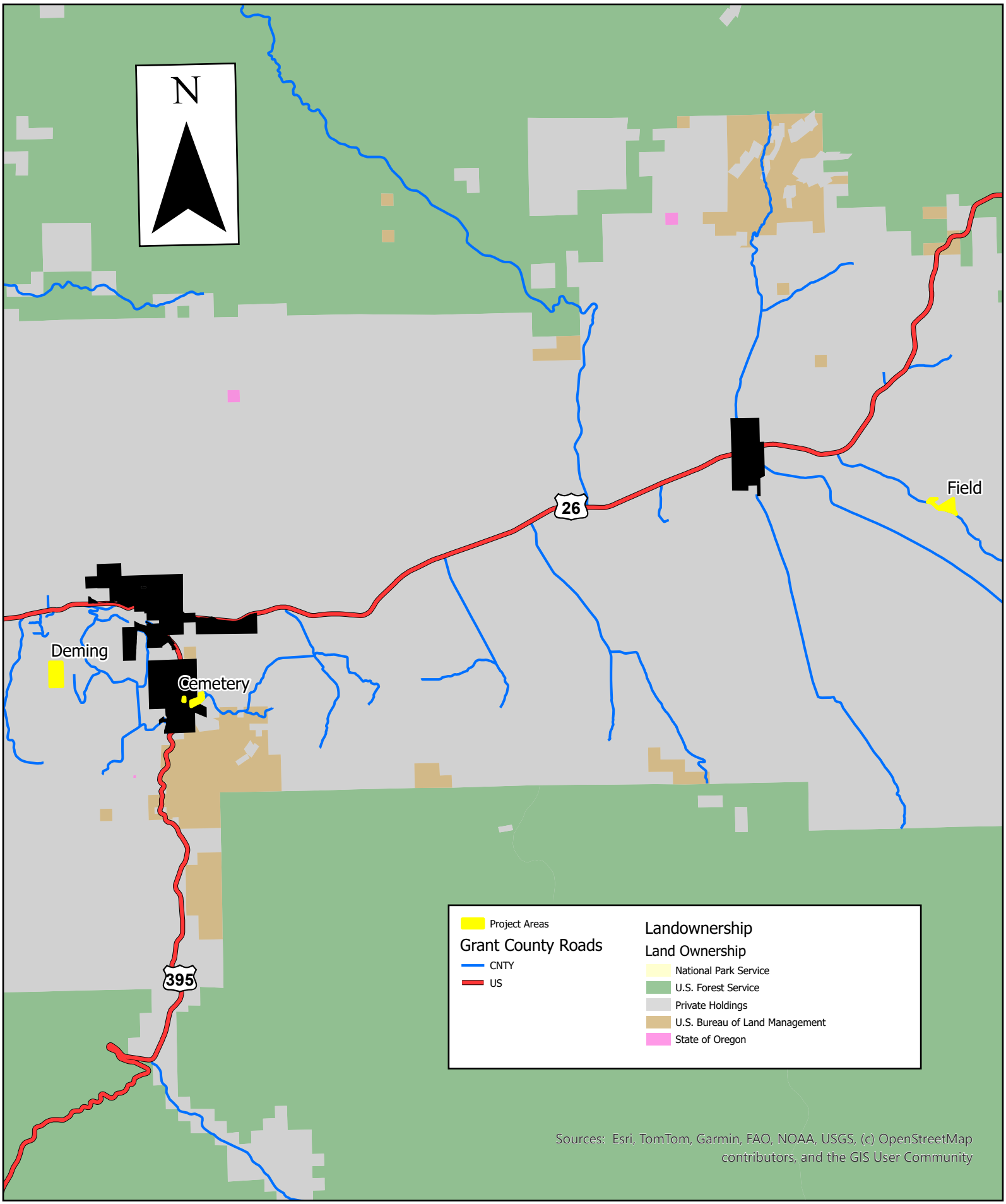
C.5 MEASUREMENT AND PAYMENT

C.5.1 Juniper Cutting/Pruning/Piling/Brushing/Burning:

- Measurement: The perimeter of the area around the stumps after the junipers have been cut and piled will be measured in the field to the nearest tenth (0.1) of an acre.

- Payment: Price per acre of work performed as stated in the pricing schedule. Payment will only be issued for fully completed and District approved portions of the project area.

Project Overview Map



11/2/2026

Canyon City Cemetery Project Map



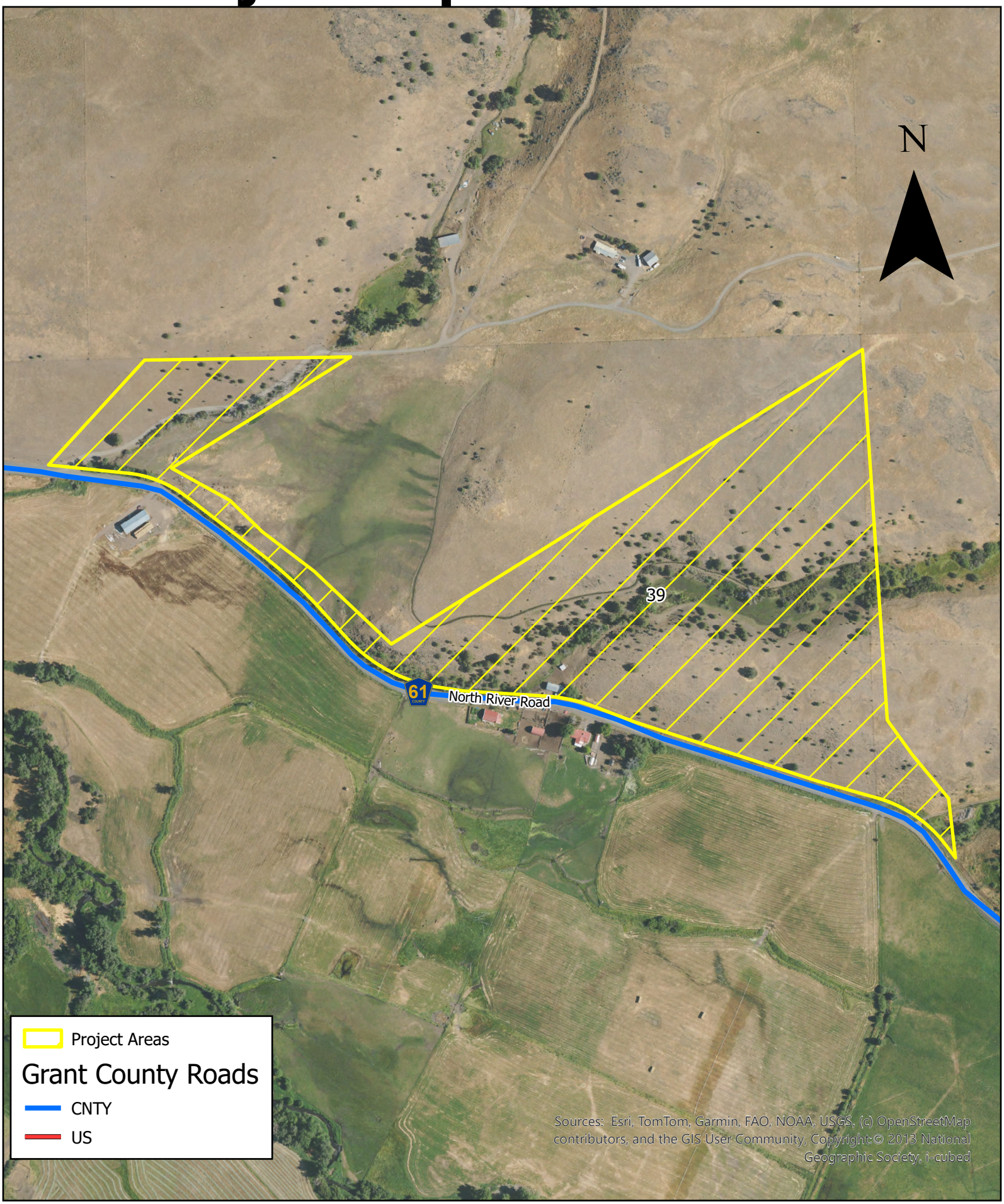
11/2/2026

Deming Project Map



11/2/2026

Field Project Map



11/2/2026