

## **ADVERTISEMENT FOR BIDS**

Notice is hereby given that sealed bids will be received by Owyhee Irrigation District for the **Material Procurement Bid Package** to be used in the construction of the Kingman Lateral Improvement Project. Materials include the procurement and delivery of approximately 20,500 cubic yards of  $\frac{3}{4}$ " minus road-mix gravels. Bid proposals will be received only at the Owyhee Irrigation District office at 422 Thunderegg Boulevard, Nyssa, Oregon 97913 by 8:00 A.M. local time on March 13, 2025, at which time they will be opened, read, and tabulated publicly. Proposals received after the time fixed for opening will not be considered. Each bid proposal shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to at least 5 percent of the amount of such bid proposal. Make checks payable to Owyhee Irrigation District. Should the successful bidder(s) fail to enter such contract and furnish a satisfactory performance and payment bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Owyhee Irrigation District. The Successful Bidder(s) will be required to furnish the additional bond(s) prescribed in the Bidding Documents and be required to sign the following documents: Non-Collusion Affidavit; and, Anti-Discrimination Certificate as bound in the Bidding Documents. Owyhee Irrigation District, in accordance with Title VI of the Civil Rights Acts of 1964, 88 Stat. 352, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award. Owyhee Irrigation District is an equal opportunity and affirmative action employer. Owyhee Irrigation District reserves the right to reject any or all bids and to waive irregularities in the bid or the bidding. No bidder may withdraw their proposal after the hours set for the opening thereof, or before the award of contract, unless said award is delayed for a period exceeding 60 calendar days.

Clancy Flynn - Manager  
Owyhee Irrigation District

## **INFORMATION TO BIDDERS**

### **BACKGROUND**

Owyhee Irrigation District (Owner) plans to enclose approximately 5,800 feet of open irrigation lateral utilizing large diameter profile wall HDPE piping. This upgrade will decrease water loss through evaporation, increase flow control, and create a more efficient means of irrigation delivery. The Kingman Lateral Improvement Project has been funded through Federal and State grant programs. The project is currently under design by RH2 Engineering, Inc. (Engineer). Through the solicitation of this Kingman Lateral Improvement Project - **Material Procurement Bid Package** (Bid Package) the Owner intends to 1) solicit the Bid Package to select a material supplier (Bidder); 2) procure backfill gravel materials and appurtenances to satisfy the requirements of the bid package including delivery. The selected materials will be purchased by the Owner. Construction is planned to be self-performed by the Owner.

### **GENERAL**

This Bid Package is being solicited to purchase materials including the procurement and delivery within a definite time schedule identified by the Owner. Materials specified to be supplied consist of road-mix gravels. To provide materials for the given schedule, the owner finds necessary the need to procure these materials early. Adequate information is available for bidding the material procurement of this project. The Owner is requesting bid proposals for the supply, including delivery, gravels for backfill. Bid proposals will include a price for materials described herein, good for a period of sixteen (16) months. The Owner will select the Bidder(s) based on the evaluation of bid proposals received from suppliers who respond to this solicitation. The District anticipates the award of one or more contracts/price agreements resulting from this ITB. In the event multiple Contract/Price Agreements are awarded, District will issue all purchases to the lowest responsible Bidder(s) on a per yard delivered price.

### **QUANTITIES**

The quantities listed are approximate. Quantities shown are not guaranteed. Changes to quantities of the bid items will not be grounds for changes in pricing.

### **LOCATION**

The materials will be delivered to the District's yard near the Owyhee River Siphon situated east of Adrian, Oregon. The property does not have a physical address, however the closest address to this property for bidding on delivery location is 2104 Lake Owyhee Rd, Nyssa, OR 97913. The parcel number for the delivery property is 21S45E01000 in Malheur County, OR.

### **DELIVERY SCHEDULE (MILESTONES)**

Delivery Schedule shall be as follows:

- Delivery of 100 cubic yds shall be delivered no later than March 25, 2025. (First

milestone assumes a Notice to Proceed not later than March 14, 2025.)

- Delivery of 15,000 September 15, 2025.
- Remainder to be delivered by 1 March 2026.

### **FAILURE TO PERFORM – LIQUIDATED DAMAGES**

The Bidder agrees to the procurement and delivery of all items, as specified the specified delivery schedule (Milestones), assuming a Notice to Proceed by the Owner not later than March 14, 2025. Failure to complete/deliver within the specified completion time and intermediate Milestones may result in liquidated damages in the amount of \$500 for each calendar day beyond the completion date and/or each intermediate milestone. Time is of the essence.

### **EXAMINATION OF DELIVERY SITE**

Bidders shall satisfy themselves as to existing conditions by personal examination of the site of proposed delivery, and by any other examination and investigation which they may desire to make as to the nature of issues to be encountered. An ariel photo of the site is included as ATTACHMENT A.

### **COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Bidder will comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and lower-tier Seller and income tax withholding contained in ORS Chapters 279B and 279C, the provisions of which are hereby made a part of this Contract.

### **RECEIPT AND OPENING OF BIDS**

Bids will be received by the Owner at the location and until the time indicated in the advertisement for Bids. The envelopes containing the bids must be sealed and shall be clearly marked as follows:

ATTENTION: CLANCY FLYNN

SEALED BID – DO NOT OPEN

OWYHEE IRRIGATION DISTRICT

KINGMAN LATERAL IMPROVEMENT PROJECT

## **PREPARATION OF THE PROPOSAL**

Provide all documentation required in the following "Bid Forms" section. Provide a full price proposal for all goods and shipping (including all taxes, permits and fees). Provide guaranteed pricing through April 1, 2026, for purchase by the Owner. Project construction is expected to occur between January 20, 2025, through April 1, 2026.

## **ADDENDA AND INTERPRETATIONS**

Questions regarding the project should be addressed to:

Clancy Flynn

Owyhee Irrigation District

Phone: 541.372.3540

Email: cflynn@oidnh.gov

Each request for interpretation from the bidder shall be by email addressed to the above District Representative. Follow-up by the bidder is recommended. The District takes no responsibility for emails that are not received for any reason. Interpretations and supplemental instructions will be in the form of a written addenda. Failure of any bidder to receive any addendum will not relieve the bidder from any obligation. All addenda issued shall become part of the Contract and the Bid Package. No oral statements by the Owner, or other representative of Owner shall, in any way, modify the contract documents or be binding on the Owner. All requests for interpretation must be submitted three (3) business days prior to the bid opening. Questions submitted after this time will not be answered.

## **PERMITS AND LICENSES**

The Bidder will be required to obtain any permits and licenses required by local governments, the laws of the state and federal government necessary to perform the work under this Contract, unless specifically identified otherwise in the Contract. All costs related to the acquisition of permits and licenses shall be paid by the Bidder and shall be incidental to the bid items of this Contract.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Owner is an Equal Opportunity and Affirmative Action Employer. Owner will comply with all federal and state Equal Employment Opportunity regulations where relevant or applicable, to the end that no person shall on the grounds of race, color, creed, age, sex, or marital status, sensory, mental, or physical handicap, or national origin, be excluded from participation in; be deprived of the benefits of; or be otherwise subjected to discrimination.

### **AWARD OF CONTRACT**

Bid proposals will be evaluated based upon the lowest price per yard, including delivery, and total price of the included schedule of prices.

All information required of the bidder in this Contract and included in the Bid Forms section must be provided with the submitted bid at the time of bid opening. It is the responsibility of each bidder to ascertain if all the documents are included in their copy of the bid specifications. If documents are missing, it is the sole responsibility of the bidder to contact the Owner to obtain the missing documents prior to bid opening time.

Contract will not be awarded until the Owner is satisfied that successful bidder is reasonably familiar with the products contemplated and has the necessary capital, tools, and experience to satisfactorily supply the materials within the time stated. Completion of the deliveries within the time stated is essential and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether they would complete the deliveries on time would be cause for the rejection of any bid. In addition, the Owner may determine any bidder not to be responsible in accordance with ORS 279C.335 and/or any other legal authority. The right is reserved by the Owner to waive any informalities in the bidding, to reject any or all proposals, to accept any proposal, to re-advertise for new proposals, or to otherwise carry out the work.

### **PERFORMANCE, PAYMENT, AND WARRANTY BONDS/NOTICE OF BONDS CLAIM**

At the time of execution of the Contract, the Bidder shall furnish: (1) Performance Bond; and (2) Payment Bond written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract and in accordance with ORS 279.380. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the obligations of Liability, Indemnity, and Hold Harmless and, all applicable laws and the prompt

payment of all persons supplying labor and/or material for prosecution of the work. The bond(s) or other financial assurance is subject to approval by the Owner. Contractor shall furnish a separate warranty bond written by a corporate surety or other financial assurance, in an amount equal to 10% of the final amount of the contract. The Owner may permit the warranty amount to be included in the initial performance and payment bonds. The warranty bond or other financial assurance shall be in effect for a period of one year from the date of Final Completion. The Owner may require a separate warranty bond or financial assurance for any repairs done pursuant to the warranty obligation. Such a separate warranty bond or financial assurance shall be for a period of one year from the date of completion of such repairs. The notice of claim on a bond required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the supplier at any place where the supplier maintains an office or conducts business or at the residence of the supplier. Notwithstanding the above, if the claim is for a required contribution to a fund of any employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 150 days after the employee last provided labor or materials. The notice of claim must be in writing substantially as set forth in ORS 279C.605(3)-(5).

### **LIABILITY, INDEMNITY, AND HOLD HARMLESS**

Supplier warrants that all its work will be performed in accordance with generally accepted practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Supplier's work by the Owner shall not operate as a waiver or release. The Supplier shall hold harmless, indemnify, and defend the District, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work, actions or failure to perform actions, and other activities of Supplier or its officers, employees, subcontractors or agents, under this contract, including the professional negligent acts, errors, or omissions of Supplier or its officers, employees, subcontractors, or agents except liability arising out of the sole gross negligence of the District and its employees. The Supplier

shall assume all responsibility for the delivery of materials and shall bear all losses and damages directly or indirectly resulting to the Supplier, to the District, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Supplier shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the District connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury. Suppliers waive any and all statutory or common law rights of defense and indemnification by the District. Such indemnification shall also cover claims brought against District under state or federal workers compensation laws. Supplier shall also defend and indemnify the District from all loss or damage that may result from Supplier's wrongful or unauthorized use of any patented article or process. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification. Any specific duty or liability imposed or assumed by the Supplier as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Supplier by this section. In the event any such action or claim is brought against the District, the Supplier shall, if the District so elects and upon tender by the District, defend the same at the Supplier's sole cost and expense, promptly satisfy any judgment adverse to the District or to the District and the Supplier jointly, and reimburse the District for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the District.

## **ERRORS**

The Bidder shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.

## **PROPOSAL REQUIREMENTS**

- Non-Collusion
- Bid Bond Form.
- Bid Bond (if choosing bid bond option attach to
- Bid Proposal Form Cover
- Acknowledgement of Receipt of Addenda (if any). (Bottom)

Complete Bid Schedule, including all prices.

Bid Proposal Signature



# ***BID FORMS***

**OWYHEE IRRIGATION DISTRICT**

**NON-COLLUSION CERTIFICATE**

State of Oregon )

) ss.

County of Malheur )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or

corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any

collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission

of a proposal to Owyhee Irrigation District for consideration in the award of a contract on the improvement

described as follows:

**Kingman Lateral Improvement Project Bid Package**

(Name of Firm)

By:

(Authorized Signature)

Title:

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

Corporate Seal:

**BID BOND**

We, \_\_\_\_\_, a corporation or partnership duly organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, \_\_\_\_\_, a corporation or partnership duly organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oregon, as "**SURETY**," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the Owyhee Irrigation District, Oregon, (**OBLIGEE**) the sum of (\$\_\_\_\_\_)

\_\_\_\_\_ Dollars. The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to District's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **Kingman Lateral Improvement Project Material Procurement Bid**, which Offer is incorporated herein and made a part hereof by this reference, and Principal is required to furnish bid security in an amount equal to five (5%) percent of the total amount of the bid pursuant to ORS 279C.365 and the District's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized

legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Surety \_\_\_\_\_ Principal \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Attorney -in-Fact [A certified copy of the Agent's Power of Attorney must be attached hereto.]

**IMPORTANT** – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Oregon.

**BID PROPOSAL**

Bidder: \_\_\_\_\_

City: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

Owyhee Irrigation District

422 Thunderegg Boulevard

Nyssa, OR 97913

Pursuant to and in compliance with your invitation for bids and all other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract, the cost of procuring, transporting, delivering at the location specified, proposes and agrees to perform, within the times stipulated, the contract, if this proposal is accepted, including all its material parts and everything required to be performed, and to provide and furnish any and all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract, complete, in a skillful manner, of all the work covered by the contract in connection with the project, designated as the Kingman Lateral Improvement Project – Material Procurement Bid Package, all as required by and in strict conformance with the Specifications for the following unit prices. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including waivers relating to BABAA requirements.

**Note:** Unit prices for all items, all extensions, and total amount of bid must be shown. The Bidder authorizes the Owner to correct any obvious mathematical errors that may appear on this Bid Proposal.

**Acknowledgement of Receipt of Addenda:**

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_ Initials \_\_\_\_\_

**SCHEDULE OF PRICES**

**Base Bid Items**

**Item Description Qty. Unit Cost Total Cost**

<b>ITEM</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Cost</b>	<b>Total Cost</b>
1	Mobilization	1	LS		
2	Gravel	20,500	Yd3		
3	Delivery	1	LS		
<b>Total Bid Price</b>					

**Total Bid Amount**

Note: Oregon Corporate Activity Tax of 2019 became effective January 1st, 2020, and requires payment

of sales tax on "taxable commercial activity."

**All bidders shall sign the proposal in the space provided.**

The successful bidder(s) shall execute and furnish the attached (no substitution allowed) Agreement and Performance Bond within ten (10) calendar days after the date of the award of contract unless a written extension is granted by Owyhee Irrigation District (Owner). In the event the successful bidder fails to furnish an approved bond and to sign the contract within ten (10) days after the notification of award, an amount equal to five (5) percent of the bid shall be forfeited to the Owner as liquidated damages. Said liquidated damages shall be paid from the check or bid bond filed by the bidder. Other proposals will then be reconsidered for award by Owner. The proposal, together with the Agreement, Contract Documents, and Addenda, when endorsed by the Owner shall become a contract binding on both parties thereto, whereby the Bidder agrees to perform the complete contract work, as specified, and the Owner agrees to make payment to the Bidder, as specified, for said completed and accepted work.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bidder (Company Name) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ EMAIL Address \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

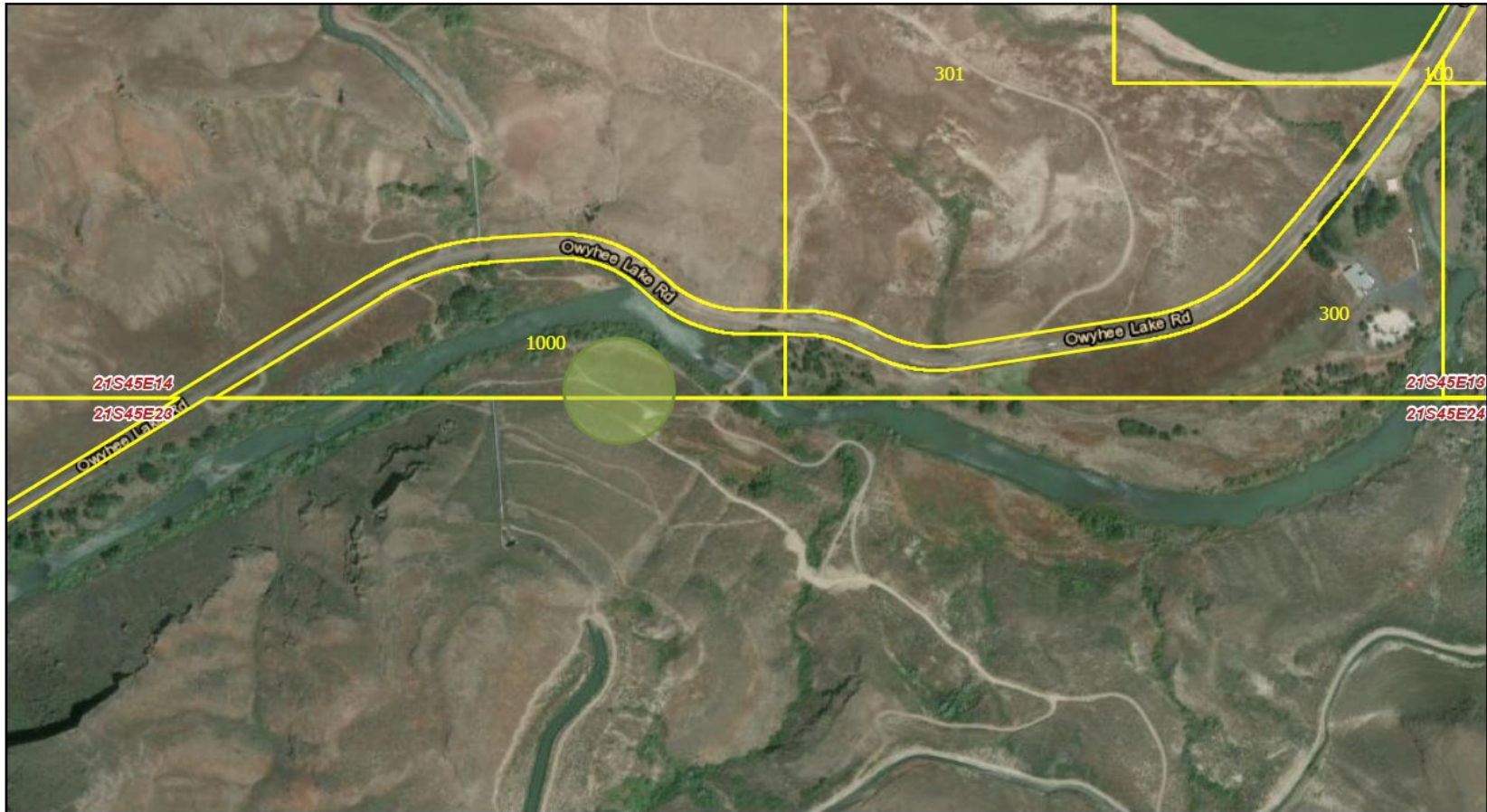
Attest: (If Corporation) \_\_\_\_\_

\_\_\_\_\_

Witness: (If Individual or Partnership) \_\_\_\_\_

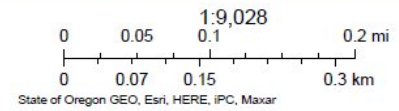
# ATTACHMENT A

## Owyhee Irrigation District Gravel Delivery Site



2/11/2025, 6:18:19 AM

- World Transportation
- Override 1
- Taxlots



For reference purposes only. This map is not for official use.