



CITY OF ONTARIO, OREGON

BID DOCUMENTS
FOR

ONTARIO LION'S PARK
SIDEWALK & PARKING LOT 2026

PREPARED BY

CITY OF ONTARIO, ENGINEERING DIVISION
JACOBS ENGINEERING GROUP INC.

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SECTION 1
BIDDING REQUIREMENTS

INVITATION TO BID
ONTARIO LION'S PARK SIDEWALK & PARKING
LOT 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

The City of Ontario requests bids for the construction of the Ontario Lion's Park Sidewalk & Parking Lot 2026.

This project is located at the Ontario Lion's Park, 300 SW 9th St, Ontario Oregon, 97914. The Work shall consist of a tree removal, stump removal, excavation, grading and the construction of a new parking lot, parking stall striping and sidewalk installation. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be considered incidental to the Agreement. All work shall comply with the 2020 edition of the ISPMC standards and the 2020 City of Ontario Supplemental Standards for Public Works Construction and all Local, State and Federal requirements.

Project Summary:

1. This project will consist of a tree removal including the excavation and removal of the stump.
2. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot per plans.
3. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations.
4. The installation of 22 curb wheel stops and parking lot striping.
5. Set manhole to proper grade and install traffic rated meter box (supplied by city) to proper grade.
6. Additive A: The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) midblock ADA compliant ramps, and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.
7. Additive B: The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and SW 9th Ave.

A Prebid meeting will be held at the project site on **Tuesday May 12th, 2026, at 10:00 AM local Mountain Time.**

Sealed bids for the described project will be received by the Assistant Project Director of Public Works, or an authorized representative of Jacobs at the Public Woks front desk, 1551 NW 9th Street, Ontario, Oregon 97914, until **10:00 AM Mountain Time, Thursday, May 21st, 2026.** Bids will be publicly opened and read aloud at the same location on **May 21st, 2026 at 10:00 Am Mountain Time.** Bids may also be submitted via email to Assistant Project Director, Al Haun at al.haun@jacobs.com.

Each bid on the project shall be submitted on the prescribed form, including any alternates and addendums, if required. Upon bid award, the successful bidder will promptly execute the Contract, secure payment of Workmen's Compensation Insurance. Bids shall be submitted in a sealed envelope plainly marked "Bid for the Ontario Lion's Park Sidewalk & Parking Lot 2026," and show the name and business address of the bidder or by emailing Assistant Project Director, Al Haun at al.haun@jacobs.com.

The Contract shall be subject to the applicable provisions of ORS 279.348 through ORS 279.380, the Oregon Prevailing Wage Law. All prospective bidders and their subcontractors shall be actively registered with the State of Oregon Construction Contractor's Board.

Documents will be provided electronically to all bidders. Paper copies of the Contract Documents may be obtained at the Public Works front desk at 1551 NW 9th St., Ontario, Oregon, 97914 or via email.

Contractor shall complete all Work as specified or indicated in the contract documents.

Contractor shall comply with the general conditions of the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020; and all building, mechanical, electrical, and plumbing codes relevant to the project Work, as well as all applicable ADA requirements and federal accessibility standards.

The Construction Work will be completed in all respects by close of business on September 16th, 2026.

Bidder shall be qualified in accordance with the applicable parts of ORS 279C.430 to ORS 279C.450 in order to submit a bid for Public Work in Oregon.

Bidders shall submit a statement identifying whether the bidder is a resident bidder as defined in ORS 279A.120.

No bid will be received or considered by Owner unless the Bid contains or is accompanied by a statement by the bidder as a part of the bid that the provisions required by ORS 279C.840 pertaining to prevailing wages shall be included in the agreement.

The City of Ontario reserves the right to reject any or all bids in accordance with ORS 279B.100 or any bid not conforming to the intent and purpose of the bidding documents.

Any questions on the bid documents must be directed to Assistant Project Director, Al Haun at 541-889-8572.

INSTRUCTIONS TO BIDDERS
Ontario Lion's Sidewalk &
Parking Lot Project 2026
CITY OF ONTARIO, OREGON

1. GENERAL DESCRIPTION OF PROJECT

A general description of the Work to be performed is contained in the "Invitation for Bid". The scope is indicated in applicable parts of these contract documents. The project must comply with the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020; and all other building, mechanical, electrical, and plumbing codes relevant to the project Work, as well as all applicable ADA requirements and federal accessibility standards. The Contractor shall furnish necessary permits, materials, labor, tools, and equipment unless otherwise specified. Where plans are included with the contract documents, they are to be considered a part of the contract documents, and the scope may be indicated on the Plans as specified. Except as modified herein, the various Work items called for in the "Bid Proposal" shall be performed, measured, and paid for as indicated on the "Bid Proposal" and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020.

2. CONTRACT DOCUMENTS

These Contract Documents are intended to be mutually complementary and to provide all details reasonably required for the execution of the proposed Work. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents shall at once notify, in writing, Al Haun, Assistant Project Director, Jacobs, 1551 NW 9th Street, Ontario, OR 97914. Any interpretation or change in said Contract Document shall be made only in writing, and a copy of such interpretation or change will be emailed or delivered to each person receiving a set of documents. The Owner will not be responsible for any other explanation or interpretation of said documents.

3. FORM OF PROPOSAL

All proposals must be submitted on the enclosed bid proposal form. A combination of Lump Sum and Unit Price proposals will be accepted for Work items set forth in the proposal. The description of Work has been identified in the proposal and shall include all Work identified in this contract document and is assumed solely for the basis of calculation upon which the award of the contract shall be made. Payment to the Contractor will be made on the measurement of the Work actually performed as the percent complete by the Contractor and shall be approved by the City. The Owner reserves the right to increase or diminish the amount of any class of Work as may be deemed necessary.

The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual quantities of Work done, except as specifically noted in these contract documents.

4. PREPARATION OF PROPOSALS

All prospective bidders and their subcontractors shall be registered with the State of Oregon Construction Contractor's Board. All design professionals will be licensed in the State of Oregon.

It is mandatory that all lump sum blank spaces being bid shall be filled in with legible figures. Figures must be in ink and bidders are encouraged to use mechanical devices for printing their bid figures. Further, bidders are required to write the total bid amount in the Bid Summary both as numerals and in words in the appropriate blank spaces. If the bidder's figures are not legible and the bidder fails to provide bid amounts in words, the bid will be considered non-responsive and shall not be considered for contract award. Bid amounts in words shall prevail in cases of discrepancy between the amount stated in words and the amount stated in figures.

Any proposal shall be deemed irregular which contains omissions, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to

the conditions of the published "Invitation for Bid." Erasures or interlineation in the proposal must be explained or noted over the signature of the bidder.

The bidder shall sign his/her proposal in the blank space provided. Proposals made by corporations or partnerships shall contain the names and addresses of the principal officers or partners therein. If the proposal is made by a corporation, it must be signed by one of the principal officers thereof. If made by a partnership, it must be signed by one of the partners, clearly indicating that he/she is signing as a partner of the firm. In the case of a Proposal made by a joint venture, each of the joint ventures must sign the proposal in his/her personal capacity.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in the time and place and in the manner prescribed in the "Invitation for Bid". Proposals must be made on the prescribed proposal forms furnished to the bidder. Each proposal must be submitted in a sealed envelope, marked so as to indicate its contents without being opened.

6. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Any bidder may modify his/her bid by written or electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to closing time. If written confirmation of an electronic communication is not received within at least two days of the closing time, no consideration will be given to the modification. The written or electronic communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

Proposals may be withdrawn prior to the scheduled time for closing of the proposals either by electronic or written request, or in person.

7. CONDITIONS OF WORK

Each bidder must inform him or herself of the conditions relating to the execution of the Work, and it is assumed that he/she will inspect the site and make him or herself thoroughly familiar with all the contract documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a contract and complete the contemplated Work in strict accordance with the contract documents.

8. AWARD OF CONTRACT

A single contract shall be awarded to the Bidder that is the lowest responsive bidder. The Owner reserves the right to accept or reject any or all proposals, and to waive any informalities and irregularities in said proposals. The Owner may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all bids upon a finding of the Owner that it is in the public interest to do so. A period of not more than sixty (60) days will elapse between the receiving of the bids and the submission to the successful bidder of the written contract for execution.

9. FAILURE TO EXECUTE CONTRACT

The City will notify the successful bidder that the contract documents are ready for execution. Upon failure by the successful bidder to enter into the contract and furnish the necessary insurance and/or bond requirements within fifteen (15) days from that date of notification, the award may be withdrawn. The award may then be made to the next lowest bidder, and the bid bond may be retained by the City, or all bids rejected and Work be re-advertised.

10. DISCLAIMER OF RESPONSIBILITY

Plans, reports, and other information available to the Owner regarding existing site improvements will be made available to prospective bidders. No survey has been completed for the project. Data contained in such reports or information is for general information of bidders only, and the Owner will not be responsible for the actual physical conditions which the Contractor may encounter.

Sole and exclusive responsibility for interpretation of such information is on the bidder, and such reports, logs, memoranda, and other information shall not be construed as a complete statement of the existing conditions nor as a warranty, expressed or implied, as to conditions which may actually be encountered in prosecution of the Work.

The Owner will not be responsible for oral interpretations. Should a bidder find discrepancies in or omissions from bid documents, or be in doubt as to their meaning, he/she shall notify the Owner prior to the bid closing date. Responses to bid questions will be distributed to all Contractors bidding the project. Any and all such interpretations will be made only in the form of written addenda to the Specifications which will be sent via email to all prospective bidders receiving a set of such documents. All addenda so issued are to be acknowledged in the bid.

Addenda to become part of the contract documents.

11. PREBID INQUIRIES

A. Prebid meeting will be held on-site **May 12th, 2026, at 10:00 AM MST** to review the project and answer questions. Bidders with additional questions should contact the designated contact person at the designated telephone number indicated in the " Invitation to Bid".

12. PERMITS AND LICENSES

The successful bidder shall be required to have or to obtain, at his/her expense, any and all permits and licenses required by the City of Ontario, Malheur County, and the State of Oregon pertaining to the service he/she proposes to furnish. The City of Ontario will not charge a fee for building, mechanical, street, sewer, etc. permits that might be required for this project.

13. PROJECT FUNDING

This project will be contracted with the City of Ontario and funded by the City of Ontario funds.

14. MINIMUM REQUIREMENTS OF BID

The following minimum requirements as to the form and manner of submitting bids must be strictly observed; variances from these requirements will result in rejection of the bid as non-responsive.

- A. Bids must be submitted on forms furnished by the Owner. **ALL BIDS MUST BE MADE ON THE BLANK BID PROPOSAL FORM ATTACHED HERETO.**
- B. Bids must be signed by the Bidder.
- C. Each blank for a Lump Sum or Unit Bid price quotation on the proposal must be filled in. Each separate item must be bid on unless the proposal form clearly indicates otherwise.
- D. Bids must be submitted in sealed envelopes, plainly marked according to the instructions in the "Invitation to Bid" and must be received at the time and place specified for the bid closing.
- E. The Contractor is responsible for submitting a First-Tier Subcontractor Disclosure Form in a sealed envelope, plainly marked "First- Tier Subcontractor Disclosure Form for the City of Ontario, Oregon, or in the sealed bid submission, at the time and place specified in the Invitation to Bid.
- F. Proposals containing modifications, deletions, exceptions, or reservations which in any way conflict with or purport to alter any substantive provision contained in the bid documents will not be considered.

15. SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the bidding documents.
- B. No substitutions will be considered during the bid period.

16. CONTRACTOR QUALIFICATIONS

All prospective bidders and their subcontractors shall be actively registered with the State of Oregon Construction Contractor's Board.

17. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and its agents of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and its agents and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his/her sureties from any obligation under the Contractor Documents or the Performance and Payment Bonds.

18. RIGHT-OF-WAY

All proposed Work is within City property or right-of-way.

19. INTERPRETATION OF CONTRACT, SPECIFICATIONS, AND PLANS

In cases of conflict in the requirements and provisions as set out by the contract, the specifications, or the plans, such conflict shall be reconciled by the acceptance of the following order or precedence for the various contract documents:

- A. The contract document bearing the signature of the Owner and the Contractor
- B. The written proposal of the Contractor
- C. Construction Specifications
- D. The Plans, including notes written thereon
- E. Instructions to Bidders
- F. General Provisions

20. SCHEDULE

- A. The Contractor shall, within 7 days after the notice of award is issued or at the preconstruction conference (whichever is first), submit to the Project Engineer for approval, a construction schedule. The schedule shall show the order in which he/she proposes to carry out the Work, the dates on which he/she will start, and the contemplated completion date for each feature of Work, including procurement of materials and equipment.
- B. If the Contractor falls behind the progress schedule, he/she shall take such steps as may be necessary to ensure completion as specified, all without additional cost to the Owner.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall at all times during construction comply with the United States Department of Labor Safety and Health Regulations for Construction.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal Working hours.

The required and/or implied duty of the Project Engineer to conduct construction reviews of the Contractor's performance does not and is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

The Contractor shall comply with the safety standards provisions of applicable laws, building, and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America. The Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall maintain at his/her office or other well-known place at the job site all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

END OF SECTION

BID PROPOSAL

To: City of Ontario, Oregon
Address: 444 SW 4th Street, Ontario, OR 97914
Project Identification: Ontario Lion's Park Sidewalk & Parking Lot Project 2026

- 1.1 The undersigned Bidder proposed and agreed, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.2 Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidder. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
- 1.3 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1.3.1 Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

Addendum Number	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

- 1.3.2 Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions- that may affect cost, progress, performance and furnishing of the Work.
- 1.3.3 Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 1.3.4 Bidder has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 1.3.5 Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- 1.3.6 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 1.3.7 Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 1.3.8 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules or any group, associations, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion for itself any advantage over any other Bidder or over Owner.

1. BID ITEMIZATION

Except as modified within these Contract Documents, the various Work items called for in the Bid Proposal shall be performed, measured, and paid for as indicated on the Bid Proposal and as provided in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020.

BASE BID AND BID DEDUCT ALTERNATES

BID SCHEDULE	ITEM (ADDITIVE ALTERNATES)	BID ITEM DESCRIPTION	UNIT	EXTENDED TOTAL AMOUNT
BASE BID	Parking lot per supplied plan set.	The Work shall consist of one tree removal including the excavation or removal of at least 24" of depth of the stump. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot including base materials per supplied plans. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations. The installation of 22 curb wheel stops and parking lot striping. Set sanitary manhole to proper grade and install traffic rated water meter box (supplied by city) to proper grade.	LS	
ADDITIVE ALTERNATE A	8' Path through park	The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) mid-block ADA ramps and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.	LS	
ADDITIVE ALTERNATE B	Sidewalk along SW 2 nd Ave	The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.	LS	

TOTAL BASE BID AMOUNT \$ _____ dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "A" BID AMOUNT \$ _____ dollars
(Amount written out in words)

TOTAL ALTERNATE ADDITIVE "B" BID AMOUNT \$ _____ dollars
(Amount written out in words)

The Base Bid includes all bid items for a complete project as described in the invitation to Bid and the Bid Item Descriptions. Depending on City's funding availability, the City may choose to award the Project with one or more Additive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

1. Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on **September 16th, 2026.**
2. LIQUIDATED DAMAGES

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times (substantially completed and completed for final payment) as specified in the Agreement.

3. LICENSE

In compliance with ORS 671.530, no bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder (Contractor & Subcontractors) is registered with the Construction Contractor's Board.

Bidders License No. _____

Bidders Tax Identification No. _____

State of Incorporation, (if applicable) _____

4. BIDDER

If Bidder is:

An Individual By _____
Print name *(Signature)*

Doing business as _____

(Seal) Business address _____

Telephone no. _____

A Partnership By _____
(Firm Name)

Signature of general partner _____

(Seal) Business address _____

Telephone no. _____

A Corporation By _____
(Corporation Name)

(State of Corporation)

(Corporate Seal) By _____
(Signature of Person Authorized to sign)

Title _____

Attest _____
(Secretary)

Business address _____

Telephone no. _____

Date of qualification to do business _____

A Joint Venture By _____
Print name *(Signature)*

(Seal) Business address _____

Telephone no. _____

By _____

Print name

(Signature)

(Seal) Business address _____

Telephone no. _____

Telephone number and address for receipt of official communications:

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

Submitted on _____, 2026

OREGON BUSINESS REGISTRATION
Lions Park Sidewalk and Parking Lot
Project 2026
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

To transact business in the State of Oregon, a Bidder must be registered with the State of Oregon Corporations Division. Please indicate your business's current registration type:

- Corporate registration
- Assumed business name registration

Signed: _____

Date: _____

**STATEMENT OF COMPLIANCE WITH ORS
279.350**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

_____ (name of contractor) acknowledges that provisions of ORS
279.350 (Prevailing Wage Rates) are to be complied with as set forth in Chapter 279 of the Oregon Revised Statutes.

1. Workers shall be paid prevailing wage rates.
2. The prevailing wage rate fee shall be paid to the Oregon Bureau of Labor and Industries (BOLI).
3. If the Contractor fails to pay for labor or services, the Owner can withhold these amounts from payments due to the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: _____

Date: _____

**EMPLOYEE DRUG TESTING PROGRAM
STATEMENT**

Lions Park Sidewalk and Parking Lot

Project 2026

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
City Hall
444 SW 4th St
Ontario, Oregon, 97914

_____ (name of contractor) acknowledges that pursuant to ORS
279.312 Section 2, CONTRACTOR has an employee drug testing program in place.

Signed: _____

Date: _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM (OAR 137-040-0017)

PROJECT NAME: Lions Park Sidewalk and Parking Lot Project 2026

BID NUMBER: _____

BID CLOSING DATE: _____

TIME: _____

This form shall be submitted at the location specified in the Advertisement/Invitation to Bid within 2 Working hours after the advertised Bid closing time on the advertised bid closing date.

List below the name of each Subcontractor that will be furnishing labor or materials and that is required to be disclosed, the category of Work that the Subcontractor will be performing, and the dollar value of the subcontract. Enter "NONE" if there are no Subcontractors that need to be disclosed. (Attach additional sheets if needed.)

NAME	DOLLAR VALUE	WORK CATEGORY
1	\$	
2	\$	
3	\$	
4	\$	
5	\$	
6	\$	
7	\$	
8	\$	

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

FORM SUBMITTED BY (BIDDER NAME): _____

CONTACT NAME: _____

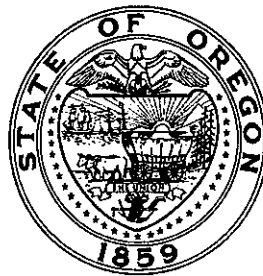
TELEPHONE NO.: _____

SECTION 2
BUREAU OF LABOR AND INDUSTRIES
WAGE RATES

Bureau of Labor and Industries

Prevailing Wage Rate Laws

A Handbook for Public Agencies, Contractors and Subcontractors in Oregon



2022 Edition

Wage and Hour Division
Bureau of Labor and Industries
Val Hoyle, Commissioner

BUREAU OF LABOR AND INDUSTRIES OFFICES

Prevailing Wage Rate Unit

800 NE Oregon Street, No.1045
Portland, OR 97232-2180
(971) 673-0838
Oregon State Relay 711

Regional Offices (no PWR staff)

Bend

Work Source Bend 1645
NE Forbes Road, No. 106
Bend, OR 97701
(541) 322-2435

Medford

119 North Oakdale Avenue
Medford, OR 97501
(541) 776-6201

Eugene

1400 Executive Parkway, No. 200
Eugene, OR 97401
(541) 686-7623

Salem

3865 Wolverine Street
NE Building E, Suite 1
Salem, OR 97305
(503) 378-3292

BOLI Website:
www.oregon.gov/boli

SECTION 3
CONTRACT FORMS

Notice of Award

Date: _____

Project: Lions Park Sidewalk and Parking Lot Project 2026

Owner: City of Ontario

Contract: _____

Bidder: _____

Bidder's Address: [send Notice of Award Certified Mail, Return Receipt Requested]

You are notified that your Bid dated for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Lions Park Sidewalk and Parking Lot Project 2026.

The Contract Price of your Contract is _____ Dollars (\$ _____)

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner _____ fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Ontario

Owner

By: _____

Authorized Signature

City Manager

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

AGREEMENT

THIS AGREEMENT is by and between (Owner)

City of Ontario

and

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

WORK

This project is located at the Ontario Lions Park, 300 SW 9th St, Ontario Oregon, 97914. The Work shall consist of a tree removal, stump removal, excavation, grading and the construction of a new parking lot, parking stall striping and sidewalk installation. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall comply with the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020 other Local, State and Federal requirements including ADA requirements and federal accessibility standards.

1. This project will consist of a tree removal including the excavation and removal of the stump.
2. The excavation and grading required for the installation of a 40' by 264' asphalt parking lot per plans.
3. The installation of 264' of 24"x8" ribbon curbing, parking lot high back curbing, and two ADA compliant drive approach installations.
4. The installation of 22 curb wheel stops and parking lot striping.
5. Set manhole to proper grade and install traffic rated meter box (supplied by city) to proper grade.
6. Additive A: The installation of approximately 284' long by 8' wide concrete path (North South Trail), two (2) midblock ADA compliant ramps, and include a 20' long by 5' wide sidewalk to connect to concrete shade shelter pad to the east, and a 30' long by 5' wide sidewalk leading future ADA playground equipped area.
7. Additive B: The installation of approximately 264' by 5' wide sidewalk, and one (1) ADA compliant ramp at the intersection of SW 2nd Ave and S W 9th Ave.

CONTRACT TIMES

Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Dates for Substantial Completion and Final Payment: The Work shall be substantially completed on or before the dates provided in the table below and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions as shown in the Table below.

Project Element	Substantial Completion and Final Completion Dates
Ontario Lions Park Sidewalk and Park Lot Project 2026	Completion for construction must be achieved by end of business day on September 16th, 2026.

Liquidated Damages: Contractor and Owner recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Contract Times above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner Liquidated Damages as shown in the table below for each day that expires after the time specified herein for each day that expires after the time specified herein for Substantial and Final Completion until the Work is complete.

Project Element	Liquidated Damages
Ontario Lions Park Sidewalk and Park Lot Project 2026	Final Completion – \$500/day

CONTRACT PRICE

Owner will pay Contractor for completion of the Work in accordance with the conformed Bid, which is included as an exhibit to this Agreement.

PAYMENT PROCEDURES

Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured as defined in the Bid Form.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner will pay the full retainage and the remainder of the Contract Price as recommended by Engineer.

INTEREST

Monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1/2 percent per annum.

CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may

affect cost, progress, and performance of the Work.

- Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in the Supplementary Conditions
- Contractor has considered the information known to Contractor; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor's safety precautions and programs.
- Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

CONTRACT DOCUMENTS

Contents: The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

- This Agreement
- Performance Bond
- Payment Bond
- General Conditions as included in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020
- Supplementary Conditions (pages ___ to ___, inclusive)
- Specifications as included in the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020 and as listed in the table of contents of the Project Manual
- Addenda (numbers ___ to ___, inclusive)
- Exhibits to this Agreement (enumerated as follows)
 - Contractor's Bid
 - If applicable, documentation submitted by Contractor prior to Notice of Award

The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- Notice to Proceed
- Work Change Directives
- Change Order(s)

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be

amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

MISCELLANEOUS

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions:

- **Successors and Assigns:** Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- **Severability:** Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- **Assignment of Contract:** No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.
- **Contractor's Certifications:** Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:
 - “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;
 - “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and
 - “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

Owner: _____ Address for giving notices: _____

By: _____

Title: _____ (If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)
[CORPORATE SEAL]

Attest: _____ Address for giving notices: _____

Title: _____

CONTRACTOR: _____

By: _____

Title: _____ License no.: _____
(where applicable)

[CORPORATE SEAL] Agent for services or process: _____
evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Attest: _____ Address for giving notices: _____

Title: _____

CONTRACTOR: _____

By: _____

Title: _____ License no.: _____
(where applicable)

[CORPORATE SEAL] Agent for service or process: _____

Attest: _____ (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Title: _____

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Effective Date of Agreement:
Amount (Figures):
Description (Name and Location):

BOND

Bond Number
Date (Not earlier than Effective Date of Agreement):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

_____(Seal)
Contractor's Name and Corporate Seal

_____(Seal)
Surety's Name and corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and

2.3 Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract; or
2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract. Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;

5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages

caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with BLM Way Public Improvement Project the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name, and Address of Principal Place of
Business):

OWNER (Name and Address):

CONTRACT

Effective Date of Agreement:

Amount (Figures):

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Effective Date of Agreement):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint ventures, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

Promptly makes payment, directly or indirectly, for all sums due Claimants, and

Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default,

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by the Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by the Owner to the Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfying obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

NOTICE TO PROCEED

Date: _____, 2026

To: _____
(Contractor)

Project: Ontario Lions Park Sidewalk and
Park Lot Project 2026

Owner: City of Ontario, Oregon

You are notified that the Contract Time under the above contract will begin on _____, 2026.

Work at the site must be completed by the end of the business day, **September 16th, 2026**, as indicated in the Contract Documents.

By: _____
(Authorized Signature)

Date: _____

Title: _____
City Manager

SECTION 4
CONDITIONS OF THE CONTRACT

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Idaho Standards for Public Works Construction (ISPWC) Division 100 Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the ISPWC. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-5.03.B. Add the following new paragraph immediately following Paragraph 5.03.B:

5.03.B.1 Include as additional insured, as provided in paragraph 5.04.B.1. of the General Conditions, the following parties or entities:

City of Ontario, Oregon, 444 SW 4th Street, Ontario, Oregon, 97914

SC-5.04.A.6 Add the following new paragraph immediately following Paragraph 5.04.A.6:

5.04.A.7. The Contractor shall maintain Workers Compensation including:

5.04.A.7.1 State Statutory.

5.04.A.7.2 Employer's Liability at

Bodily Injury, Each Accident	\$1,000,000
Bodily Injury by Disease, Each Employee	\$1,000,000
Bodily Injury/Disease Aggregate	\$2,000,000

5.04.A.7.3 General Liability

General Aggregate	\$2,000,000
Products – Completed Operations, Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence (Bodily & Property Injury)	\$1,000,000

5.04.A.7.4 Automobile (Bodily & Property Injury)

Each Person	\$1,000,000
Each Accident	\$1,000,000

5.04.A.7.5 Excess or Umbrella Liability

General Aggregate	\$3,000,000
Each Occurrence	\$3,000,000

5.04.A.7.6 Insurance requirements shall be in force covering all Work performed by the Contractor and his/her agents, including all warranty Work.

SC-16 Add the following new paragraph immediately after paragraph 16.01: SC-

16.02 Mediation

16.02.1 If a dispute arises out of or relates to this contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute-resolution procedure.

Such agreement shall be in writing and duly signed by the parties. "Parties," as used here, shall include all lenders, funding agencies, and insurance carriers interested in or connected with the Work.

16.02.2 Notice of the request for Mediation shall be filed in writing with OWNER and the American Arbitration Association, and a copy shall be filed with PROJECT ENGINEER. Request for Mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

16.02.3 CONTRACTOR will carry on the Work and maintain the progress schedule during any Mediation proceeding, unless otherwise mutually agreed in writing.

SPECIAL PROVISIONS

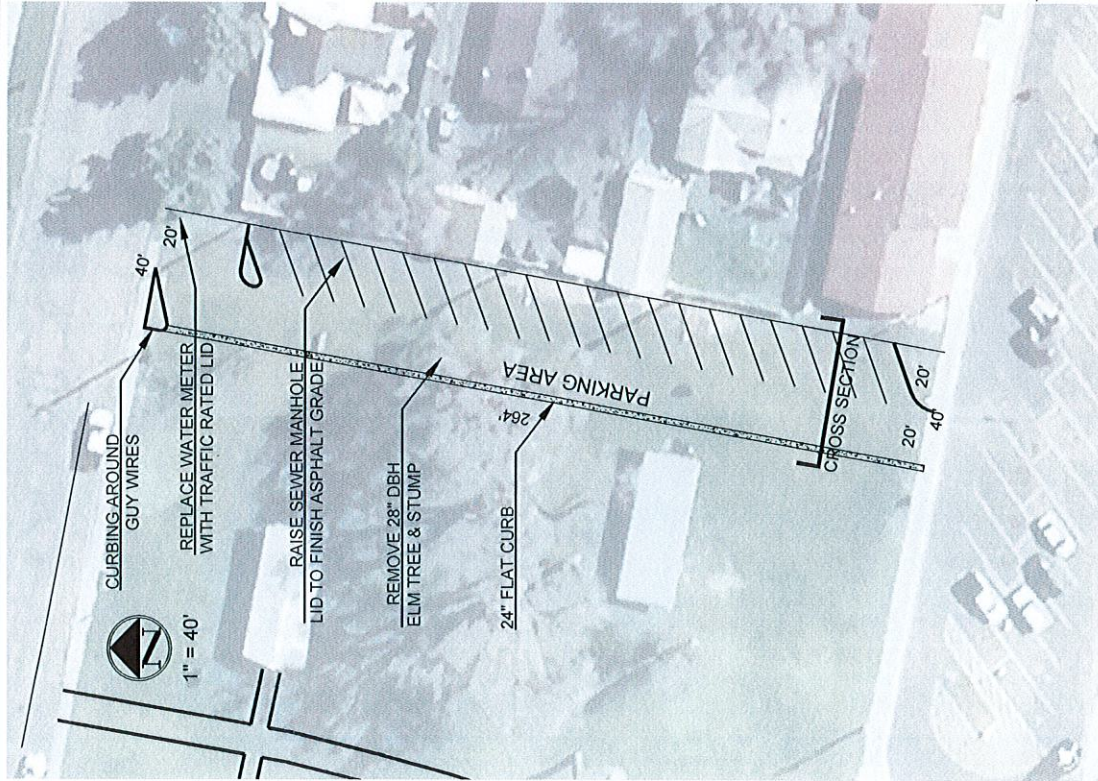
A. GENERAL

1. The project must comply with the 2020 edition of the Idaho Specifications for Public Works Construction (ISPWC); the City of Ontario Supplemental Standards revised 2020as well as all applicable ADA requirements and federal accessibility standards.
2. The Contractor shall determine the exact location of all existing utilities before commencing Work. Contractor agrees to be fully responsible for any and all damages which might be occasioned by his/her failure to exactly locate and preserve any and all underground utilities. Contractor shall call Oregon Utility Notification Center (811) three (3) Working days prior to the start of construction.
3. No construction work can commence until permits are acquired.
4. The Contractor shall reimburse the City for all expenses incurred for paying the ENGINEER or inspectors for any time in excess of 40 hours per week. The Contractor shall notify the City by Noon on Thursday if weekend Work is planned.
5. We strongly suggest that the Contractor photograph all City property before starting construction for reference of the condition to which the City property must be restored.
6. Contractor shall properly secure the construction area from the public at all times during construction and shall coordinate delivery of materials into the construction area with the City. The Contractor can work with the Public Works staff if a secured yard for stored materials is needed.
7. Payment for lump sum price shall be based on the percent completion of Work for each item described on the Bid Schedule, as submitted by the Contractor, and approved by the City.
8. All testing shall be by an independent certified laboratory hired and paid by the Contractor. All test results shall be copied directly to the City.
9. A clean and readable copy of as-builts shall be provided to the City for preparation of record drawings. Final payment will not be made until these drawings are submitted and approved by the City. All sewer and water service lines shall be located on record drawings by Northing and Easting coordinates.
10. The City shall be informed 48 hours prior to inspections and testing. Failure to inform City of testing is grounds for a requirement to retest. All re-test costs shall be paid by the Contractor.

SECTION 5
DRAWINGS AND CUT SHEET



LIONS PARK PARKING LOT IMPROVEMENT
 PARKS COMMITTEE MASTER PLAN APPROVED 3-20-25



THIS IS A REQUEST FOR A LUMP SUM BID TO CONSTRUCT A PARKING LOT AT THE LOCATION SHOWN IN THE PLAN TO THE LEFT, IN THE LIONS PARK.

CONTRACTOR SHALL PROVIDE A LUMP SUM BID PROVIDING ALL MATERIAL AND LABOR TO CONSTRUCT A 40 FEET WIDE X APPROXIMATE 264 FEET LONG ONE DIRECTIONAL PARKING LOT AS SHOWN IN THE BELOW PROFILE. THIS IS A PREVAILING WAGE PROJECT AND BID SHALL REFLECT THESE COSTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL WORK REQUIRED FOR THE PROJECT. THE DESIGN IS TO SLOPE THE PARKING LOT TO THE WEST AND DRAINAGE ONTO THE GRASS AREA OF THE PARK AND CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL CONSTRUCTION STAKING AND GRADING REQUIRED FOR THIS PROJECT.

ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE 2021 ISPEC

CITY WILL LOCATE AND CAP OFF ANY IRRIGATION LINES WITHIN THE CONSTRUCTION AREA. BID WILL NOT INCLUDE ANY IRRIGATION LINE WORK.

APPROXIMATE ITEMS (ALL OTHER ITEMS REQUIRED TO COMPLETE WORK ARE INCIDENTAL TO CONTRACT):

MOBILIZATION

CLEARING & GRUBBING

GENERAL EXCAVATION 700 CU. YD.

3" ASPHALT IN PLACE: 40' X 264' :2,640 CU.FT., 203 TONS

3/4" ROAD MIX IN PLACE: 0.5X40'X264', 278 TONS

PIT RUN IN PLACE: 0.83X40'X264', 278 TONS

REMOVE AND REPLACE CURB-SIDEWALK FOR 20' DRIVEWAY TOTAL 32' (SOUTH)

REMOVE AND REPLACE CURB-SIDEWALK FOR 20' DRIVEWAY TOTAL 46 FEET (NORTH)

24" X 8" X 264' FLAT CONCRETE FLAT CURB (WEST) TO PROTECT ASPHALT

PARKING LOT STRIPING

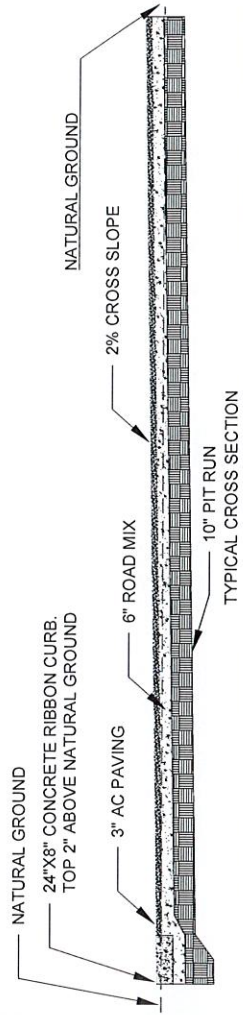
22 CURB WHEEL STOPS

REMOVE 28" DBH ELM TREE AND REMOVE STUMP 12" BELOW BASE ELEVATION

RAISE SEWER MANHOLE TO FINISH PARKING LOT GRADE

REPLACE WATER METER WITH TRAFFIC RATED LID

CURBING AROUND GUY WIRES



TYPICAL CROSS SECTION

