



CITY OF ONTARIO, OREGON

BID DOCUMENTS
FOR
ONTARIO MUNICIPAL AIRPORT FENCING

JUNE 2023

PREPARED BY
CITY OF ONTARIO, ENGINEERING DIVISION
JACOBS ENGINEERING GROUP INC.

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SECTION 1

BIDDING REQUIREMENTS

INVITATION TO BID

ONTARIO MUNICIPAL AIRPORT FENCING 2023

CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works
Department
Engineering Division
1551 NW 9th Street
Ontario, Oregon, 97914

The City of Ontario invites bids for the construction of the Ontario Municipal Airport Fencing.

The City of Ontario is looking for an Oregon licensed Contractor to install approximately 4,959 LF of new 7' tall cyclone fencing, located at 1345 Golf Course Road in Ontario Oregon.

Project Summary:

1. This project will consist of installing 4,954 LF of 11-gauge 7' cyclone fencing, top wire, and schedule 40 posts per supplied spec sheet.
2. Installing one new 16 LF gate opening consisting of two 8' LF, 11-gauge gate panels.
3. Removing a 16 LF gate opening in the existing fencing and enclosing with new 11-gauge 7' cyclone fencing and schedule 40 posts.
4. Deductive Alternates- Items 2 and 3 are deductive alternates and Item 1 could be reduced from the project if funding is not adequate.
5. Reduction of scope of work – Reduce overall footage from the project if funding is not adequate.
6. This is not an FAA funded project and “Made in America” material is not required.

A **Prebid meeting** will be held at the project site on **June 29th, 2023, at 10:00 AM local Mountain Time.**

Sealed bids for the described project will be received by the Public Works Director, or an authorized representative of the City of Ontario at the City of Ontario Public Works Department, 1551 SW 9th Street, Ontario, Oregon 97914, until **10:00 a.m. Mountain Time, Thursday, July 13, 2023**. Bids will be publicly opened and read aloud at the same location. 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 City of Ontario, Oregon, Ontario Municipal Airport 2023,” 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 City of Ontario Public Works Department, 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 most current version of the Idaho Specifications for Public Works Construction (ISPWC); the Ontario Supplemental Standards dated 2020; and all other building, mechanical, electrical, and plumbing codes relevant to the project Work.

The Construction Work will be completed in all respects by November 30th, 2023.

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 Al Haun, Assistant Project Director, at 541-889-8572.

INSTRUCTIONS TO BIDDERS

Ontario Municipal Airport Fencing

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 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 most current Edition of the IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPMC), as amended by the City of Ontario Supplemental Standards dated 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, City of Ontario, 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 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, plumbing, 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 entirely funded by City 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 to submit 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. RETAINED AMOUNTS

The amount to be retained from any given partial payment will be such that when added to the sum of amounts previously retained will bring the total of the amounts previously retained to an amount equal to five percent (5%) of the value of the completed Work until such time as the Work is accepted by the Owner. Upon acceptance of the Work by the Owner, any amount retained may be paid to the Contractor.

18. 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.

19. RIGHT-OF-WAY

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

20. 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

21. 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.

22. 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 review 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: 1551 NW 9th Street, Ontario, OR 97914
Project Identification: Ontario Municipal Airport Fencing
2023

- 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 of 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 most current edition of the IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), as amended including all supplements and revisions, and the 2008 (Revised July 2011) City of Ontario Supplemental to the ISPWC.

BASE BID

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
1	All materials, grading, and labor to construct 4,959 lineal feet of 7-foot-tall, 11-gauge cyclone fence, with schedule 40 posts	LF	1		
TOTAL BID AMOUNT					

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

DEDUCTIVE ALTERNATE 1

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
1A	All materials, grading, and labor to install 16 feet wide (2-8ft gate panels) 7-foot-tall, 11-gauge cyclone gate panels with schedule 40 posts (see detail sheet 2)	LS	1		
TOTAL BID AMOUNT					

TOTAL DEDUCTIBLE ALTERNATE 1 BID AMOUNT \$ _____ dollars
(Amount written out in words)

DEDUCTIVE ALTERNATE 2

Bid Item	Description	Unit	Amount	Unit Price	Extended Total Amount
2A	All materials, grading, and labor to enclose 16 feet wide opening in existing with 7-foot-tall, 11-gauge cyclone fencing with schedule 40 posts (will require one center post) (see detail sheet 2).	LS	1		
TOTAL BID AMOUNT					

TOTAL DEDUCTABLE ALTERNATE 2 BID AMOUNT \$_____ dollars
(Amount written out in words)

Bid Sum with Deductive Alternate 1

Base Bid Amount	\$_____
Less Deductive Alternate 1	\$_____
Revised Bid 1	\$_____

Bid Sum with Deductive Alternates 1 & 2

Base Bid Amount	\$_____
Less Deductive Alternate 1	\$_____
Less Deductive Alternate 2	\$_____
Revised Bid 2	\$_____

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 both Deductive Alternates.

3. SUBSTANTIAL AND FINAL COMPLETION

- Bidder agrees that the Construction portion of the contract will be completed by the end of business day, on November 30th, 2023.
- 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)

(Seal) Doing business as _____

Business address _____

Telephone no. _____

A Partnership By _____
(Firm Name)

(Seal) Signature of general partner _____

Business address _____

Telephone no. _____

A Corporation By _____
(Corporation Name)

(Corporate Seal) _____
(State of Corporation)

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 _____, 2023

OREGON BUSINESS REGISTRATION
Ontario Municipal Airport Fencing 2023
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
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' current registration type:

- ☐ Corporate registration
- ☐ Assumed business name registration

Signed: _____

Date: _____

STATEMENT OF COMPLIANCE WITH ORS 279.350
Ontario Municipal Airport Fencing 2023
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
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 the Contractor.
4. Daily/weekly/holiday/weekend overtime shall be paid.

Signed: _____

Date: _____

EMPLOYEE DRUG TESTING PROGRAM STATEMENT
Ontario Municipal Airport Fencing 2023
CITY OF ONTARIO, OREGON

City of Ontario, Oregon
JACOBS
Public Works Department
Engineering Division
1551 NW 9th Street
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: Ontario Municipal Airport Fencing 2023

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

EXAMPLE AGREEMENT

THIS AGREEMENT is by and between (Owner)

and _____
(Contractor).

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

WORK

Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This will consist of installing 7-foot-tall, 11 Gauge cyclone fencing with schedule 40 posts, installation of a 16-foot-wide gate, and the removal and enclosing of an existing 16-foot-wide gate section at 1345 Golf Course Road.

1. Supply all material, and perform grading, and labors to construct 4,959 lineal feet of 7-foot-tall, 11 Gauge cyclone fencing with schedule 40 posts.
2. Supply all material, and perform grading, and labor to install 16 feet wide (2 – 8 ft gates) 7-foot-tall, 11 Gauge cyclone fencing cyclone gate panels with schedule 40 posts
3. Supply all material and perform grading and labor to close a 16 feet wide opening in existing fence with 7-foot-tall, 11-gauge cyclone fencing and schedule 40 posts.
4. Deductive Alternates- Items 2 and 3 are deductive alternates and could be removed from the project if funding is not adequate.
5. Reduction of scope of work – Reduce overall footage from the project if funding is not adequate.

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 Municipal Airport Fencing	Completion for construction must be achieved by end of business day on November 30 th , 2023.

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 Municipal Airport Fencing 2023	Final Completion – \$100/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. Prior to Final Completion, a 5 percent retainage will be held from progress payments, as well as the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Article 14 of the General Conditions.

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
- General Conditions as included in the Idaho Standards for Public Works Construction (most current edition)
- Supplementary Conditions (pages ____ to ____, inclusive)
- Specifications as included in the Idaho Standards for Public Works Construction (most current edition) and as listed in the table of contents of the Project Manual
- Drawings consisting of sheets with each sheet bearing the following general title: “Ontario Municipal Airport Fencing 2023, Ontario, Oregon”
- 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

NOTICE TO PROCEED

Date: _____, 2023

To: _____
(Contractor)

Project: Ontario Municipal Airport Fencing

Owner: City of Ontario, Oregon

You are notified that the Contract Time under the above contract will begin on _____, 2023.

Work at the site must be completed by the end of the business day, November 30th, 2023, as indicated in the Contract Documents.

By: _____
(Authorized Signature)

Date: _____

Title: _____ Public Works Director

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
Jacobs, 999 W. Main Street, Boise, ID 83702

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.

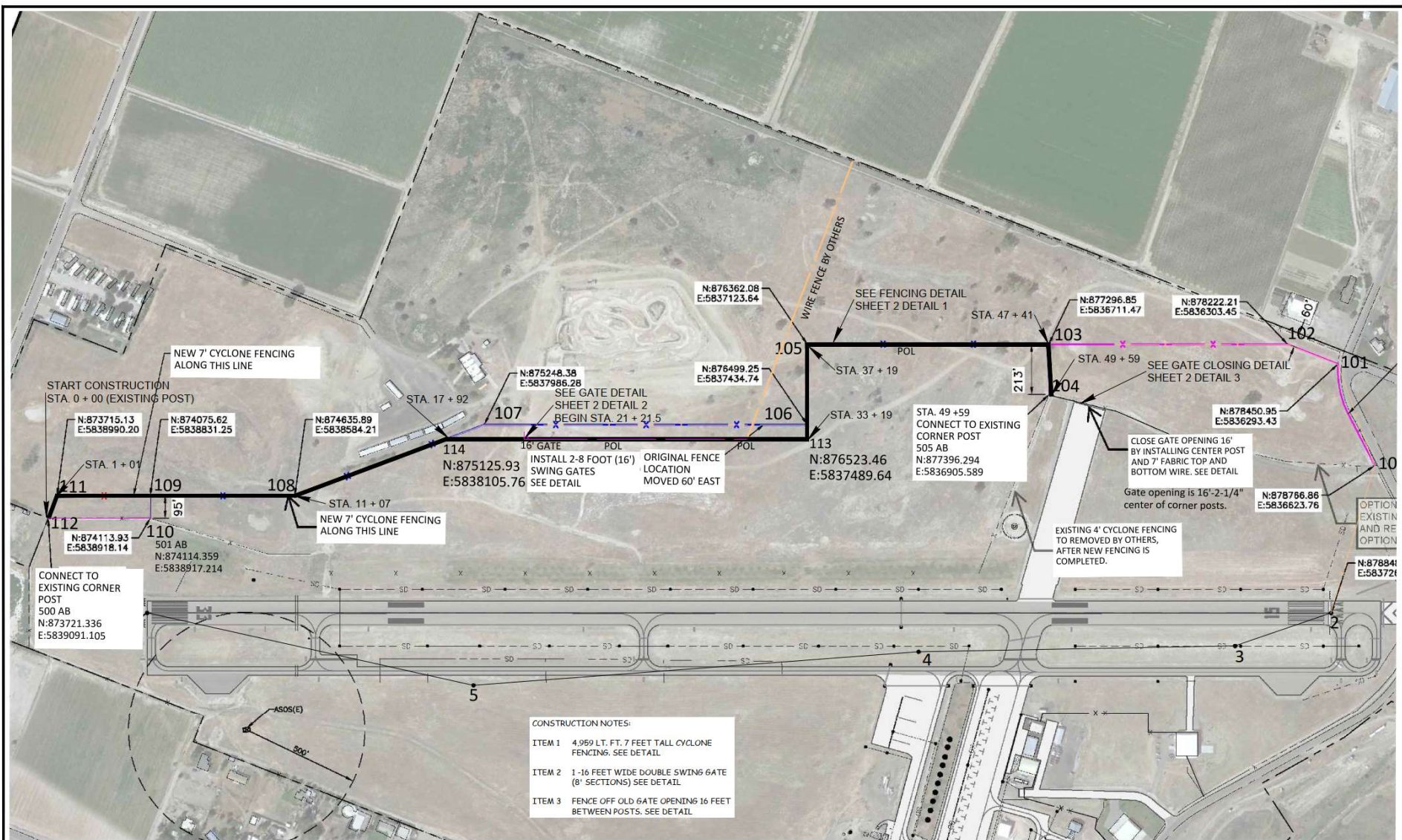
SPECIAL PROVISIONS

A. GENERAL

1. Construction specifications shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), as amended including all supplements and revisions, including the 2020 City of Ontario Supplemental Standards. All equipment and materials shall be constructed in accordance with manufacturers' recommendations.
2. No mapping for underground utilities are shown; Public Works staff can be available to mark water and sewer services. 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. Contractor shall provide drawings for each permit/discipline stamped by an Oregon professional in the field. City Engineer will review the drawings and provide comments. Once comments have been adequately addressed, the drawings can be submitted for permits. No construction work can commence until permits are acquired.
4. No construction shall begin until a pre-construction meeting and walk-through is held and a schedule for construction is presented by the Contractor.
5. 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.
6. 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.
7. 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.
8. Payment for lump sum price shall be based on the % completion of Work for each item described on the Bid Schedule, as submitted by the Contractor, and approved by the City.
9. 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.
10. 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.
11. 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 SHEETS



- CONSTRUCTION NOTES:
- ITEM 1 4,959 LT. FT. 7 FEET TALL CYCLONE FENCING. SEE DETAIL.
 - ITEM 2 1-16 FEET WIDE DOUBLE SWING GATE (8' SECTIONS) SEE DETAIL.
 - ITEM 3 FENCE OFF OLD GATE OPENING 16 FEET BETWEEN POSTS. SEE DETAIL.

