

A.M. DRILLING CO.

CONTRACT

CITY OF NEWBERG, OREGON

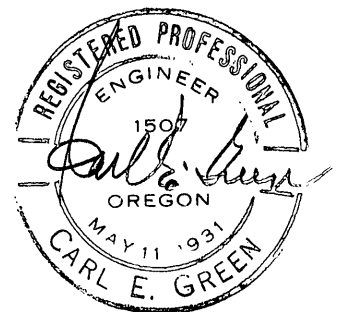
DRILLING WATER SUPPLY WELL

Specifications, Proposal and Contract Documents

1964

City Officials

Roy M. Curtis, Mayor
Myrland C. Gilbert, City Recorder
Herbert Swift, City Attorney
G. Weller Probasco, Supt. of Public Wks.



Consulting Engineers

Carl E. Green & Assoc.
510 Henry Building
Portland 4, Oregon
CA 7-2770

NOTICE TO WELL DRILLING CONTRACTORS

City of Newberg, Oregon

Sealed proposals addressed to the Mayor and City Council of Newberg, Oregon, and endorsed "Proposal for Drilling Water Supply Well" will be received by the City Recorder, City Hall, Newberg, Oregon, until 7:30 o'clock P.M. Pacific Standard Time on _____ and thereafter will be publicly opened and read aloud at a regular meeting of said Council at the Council Chambers in the City Hall, Newberg, Oregon. The work includes the furnishing of all materials, labor and equipment for the construction of a water supply well.

Specifications and contract documents may be seen at the office of the Consulting Engineers, Carl E. Green & Associates, 510 Henry Building, Portland 4, Oregon, or at the office of the City Recorder, City Hall, Newberg, Oregon.

Copies will be furnished to bona fide bidders upon receipt of a deposit check in the amount of \$10.00. Deposit checks of bidders will be returned provided a bid is submitted and specifications are returned in good condition. The specifications are the property of the Engineers and shall be returned to them.

Prospective bidders shall submit pre-qualification statement of experience and financial condition to the City on forms furnished by the Engineers. Such statements shall be submitted in accordance with the statutes of the State of Oregon relative to public works.

All bids shall be made on the forms furnished with the specifications and shall be accompanied by a certified check, cashier's check or bid bond payable to the City of Newberg in an amount not less than 5% of the total bid. A 100% Corporate Public Works Performance Bond will be required of the successful bidder to guarantee faithful performance under the contract. Liability and property damage certificates of insurance also will be so required. Payments for work are to be made monthly from cash funds.

The City reserves the right to reject any or all bids, to postpone making the award for a reasonable length of time, to waive informalities, and to accept the proposal deemed best in the interest of the City considering the experience, qualifications and equipment of the bidder, and the time required for completion.

By order of the City Council of Newberg, Oregon.

Roy M. Curtis, Mayor
Myrland C. Gilbert, City Recorder

First Publication:
Second Publication:
Last Publication:

CARL E. GREEN & ASSOCIATES
Consulting Engineers
510 Henry Building
Portland, Oregon

March 31, 1964

Addendum #1

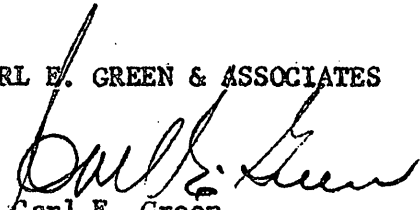
City of Newberg - Well Drilling Specifications

Bid Opening April 6, 1964 - 7:30 P.M.

To All Specification Holders:

The specifications for well casing on the above project in one instance refers to standard weight National Tube Company or equal screw joint pipe and, in the following paragraph, reference is made to both welded and screw pipe. Either may be used and will be satisfactory, whether of domestic or foreign manufacture.

CARL E. GREEN & ASSOCIATES


by Carl E. Green

cb

SPECIFICATIONS FOR DRILLING, CASING & TEST PUMPING

1. General Information & Instructions

The work contemplated under these specifications includes the drilling, casing, development and test pumping of a well to be used as a source of water for the City. The site of the well is adjacent to two similar wells drilled during 1948 and 1951 in agricultural land south of the City near the southerly end of the approach to the old Willamette River bridge at the extension of Wynoski Street. Access to the site is by paved road from the St. Paul-Newberg state highway.

Electric power of 440 volts, 3 phase, 60-cycle A.C. is available and the location is readily accessible by truck from paved highway. Material from drilling operations may be disposed of on the site. If electric power is used during drilling or test pumping, the contractor shall make all arrangements for such service with the P.G.E. Company office in Newberg and pay the cost of such service.

Based upon experience with similar wells drilled nearby in 1948 and 1951, it is expected that the total depth will be about 100 feet and the formations sedimentary without solid rock. The water bearing formation is expected to be water worn and deposited gravels and sand. The well shall be cased full depth, the depth being determined by the engineer based upon materials removed from the well. The casing shall be thoroughly perforated at the water bearing formations in accordance with the Engineer's requirements.

2. Data on Formations

Logs of the existing nearby City wells are available for review by prospective bidders. The City does not guarantee that the formations at the proposed well site are the same as those previously encountered nearby. The bidders shall determine for themselves the character of the materials apt to be encountered in drilling and the City shall not be held responsible if the drilling operations encounter formations different from those shown on its record of the existing wells.

3. Prosecution of Work

Immediately after notice of award and signing of contract for the work, the Contractor shall obtain required casing and move his equipment and tools to the site and begin work. The City is interested in completion of the proposed well at an early date, consistent with first class workmanship and construction.

The Contractor shall carry on his operations without delay and in an efficient manner in order to complete the work in the shortest possible time and under favorable weather conditions.

4. Well Depth and Capacity

No specific depth is determined in advance of drilling but it is expected that the well will be about 100 feet deep. The Engineer shall determine the actual finished depth depending upon the materials and water bearing formations encountered.

The capacity of well desired is in the order of 1,500 gallons per minute with moderate drawn down. Perforations in casing shall be sufficient in area to permit entrance into the casing of a flow of 1,500 G.P.M. with a velocity through the openings not to exceed 1 foot per second.

5. Construction Equipment & Operation

The Contractor shall furnish and use a drilling machine in good mechanical condition, adequately powered for the work to be done. Equipment shall include first class tools, cable, bailing equipment, perforator, etc. for all drilling operations and setting of casing.

Drilling operations shall be in charge of a competent, experienced driller.

6. Records & Log of Well

The Contractor shall keep a careful and accurate daily record of all operations, work done, hours of drilling, depths drilled, amount of casing set, formations encountered, level of water encountered, etc. and such data and records shall be available for inspection and review by the Engineer at all times.

Samples of materials taken from the well shall be kept for inspection by the Engineer. Such samples shall be kept for all of the various formations encountered. Upon completion of the work, the Contractor shall furnish in duplicate a complete and accurate log of the well showing all formations encountered, their depth, water levels, flows at various levels, depth of casing, etc. He shall also furnish in duplicate a record of the test pumping results.

In addition to data required by the City as set forth above, the Contractor shall comply with all requirements of the State of Oregon relative to records, forms and data and shall provide copies thereof to the State Engineer and State Water Resources Board.

7. Construction Methods

The Contractor shall conduct his operations so as to complete the well with a tight seal between the casing and the surrounding formations which will effectively prevent surface waters from following down the outside of the casing and entering the well or the water bearing formation. If necessary to seal the upper portion of the work with cement grout or puddled clay, the Contractor shall do so at his expense.

Casing shall be installed and driven as the work progresses in order to prevent cave-ins and effectively seal out the upper formations. Casing shall be installed for the full depth of the well.

Perforations shall be made by equipment especially made and efficient for the purpose, and the number and size of the openings shall be specified by the Engineer. After casing has been set and the perforations completed, the well shall be developed so as to remove sand, silt and other fines in the water bearing formation or formations by surging or agitating the water by plunger, compressed air,

or other approved and efficient methods, and by bailing out the materials carried into the well casing. Development work shall be continued until the gravel around the well in the water bearing formations is clean and free of sand, silt and other fine materials and gradation of materials outside the casing has been accomplished.

8. Casing

The entire well shall be cased to full depth with 18" standard weight, ~~standard weight~~, National Tube Company or equal well casing pipe, subject to the approval of the Engineer. The driving shoe at the bottom of the casing shall be forged steel. Foreign made casing of equal quality may be used.

9. Workmanship

The well and casing shall be completed as near to perpendicular as is possible and practical, the resulting cased well being straight and plumb for the installation of a suspended, deep well submersible turbine pump. Maximum variation from perpendicular, straight line shall be no greater than three inches (3") per one hundred feet (100') of depth.

All joints in the casing shall be screwed up tight and secure or welded and the top of casing cut off and capped at the elevation determined by the Engineer.

At all times after the work begins, the top of the well casing shall be protected by a tight and heavy closure which will prevent the accidental or purposeful dropping of objects or materials into the well. Upon completion of the work, the Contractor shall provide and install a cap, which will effectively and securely protect the well from tampering before pumping equipment is purchased and installed.

10. Test Pumping

Upon completion of the well, the Contractor shall make a test of capacity under the directions of the Engineer. The equipment installed for testing shall have a capacity of not less than 2,000 G.P.M. The test pump may be driven by electric motor, gas engine or diesel engine, but it shall be capable of variations in output over a wide range.

After the testing equipment is installed, the equipment shall be started up and run at low yield, then at variable speeds, with shut-downs and rapid starts to further surge and clear the formations and well of fines. After this has been done and the water is clear, and the well has been disinfected, the testing run shall begin. The rates of pumping shall be specified by the Engineer.

Continuous testing for no less than a twelve (12) hour period shall be required of the Contractor, and a detailed record of pumping rates and water levels shall be kept.

11. Equipment for Testing

In addition to equipment for actual pumping of the well during the test period, the Contractor shall furnish and install an accurate measuring device for

determining the flow of water. The equipment may consist of an accurately machined and installed orifice plate or Venturi tube together with connections for a manometer reading, or a weir box with accurately made weir plate suitable for flows in the range of 750 to 2,000 G.P.M. If an orifice plate or Venturi tube is used, the measuring throat shall be located in a straight run of pipe set horizontal and no less than twelve (12) diameters of straight pipe shall precede the throat.

An air line of accurately known length shall be installed between the test pump and the well casing and to this pipe an accurate pressure gauge shall be connected. Provision shall also be made for an air valve and a hand pump, all of which together will make it possible to accurately determine the water level before, during and after pumping, and the rate of recovery of water level after shutting down the pumping equipment.

12. Disinfection

After the well pumping equipment has been installed and the well surged in preparation for the extended pumping test, the well shall be disinfected by the addition of either sodium or calcium hypochlorite in solution having a total available chlorine equivalent to one-half pound of chlorine. After adding the chlorine solution, the pump shall be started and run slowly until a strong solution of chlorine is present in the well discharge. The equipment shall then be shut down and allowed to remain idle for not less than four (4) hours, after which the test pumping may begin. Preferably the well and equipment should stand idle overnight after chlorination.

13. Water Sampling

The Engineer or City representative shall collect samples for bacterial and chemical analysis during the course of the test pumping run. The Contractor shall not be expected to furnish this service.

14. Records of Test Pumping

The Contractor shall keep accurate records of the test pumping run, and the data collected shall show the rate of pumping and water level every 15 minutes during the run. Readings shall also be taken and recorded each time the rate of pumping is changed or varied for any reason. Notations shall also be made relative to the presence of any gravel, sand, silt or turbidity in the water.

15. Maintenance and Clean-Up

The Contractor shall confine his operations, equipment, materials, supplies and personnel to an area reasonably needed for the operation and owned by the City. He may provide a small building for housing tools, fuel, supplies, equipment, etc. if he so desires, provided however, that same shall be removed upon completion of the work and acceptance by the City.

During drilling and testing, the Contractor shall arrange for carrying away waste water in a safe manner without damage to property.

Upon completion of the work and capping of the well, the Contractor shall clean up the site, fill in any holes to uniform ground level, scatter any excess gravel, sand and soil and leave the site in a clean, neat and presentable condition.

Space around the top of the well casing shall be carefully and thoroughly puddled with clay or other impervious soil to prevent passage of surface water along the outside of the casing.

16. Basis of Payment

The work shall be done on a unit basis, and payments shall be made for work actually done and for casing actually furnished. The estimated quantities used in the proposal sections are for the purpose of comparing bids, but they shall not be considered final. The City reserves the right to increase or diminish the quantities as the work may require.

A. Drilling Well

Payment per lineal foot for hole to receive 18" casing, from ground surface to bottom of well.

B. Well Casing

Payment per lineal foot for 18" casing furnished and installed (and including cost of drive shoe).

C. Perforations

Payment in lump sum for perforating casing as specified & as required by
Engineer.

D. Developing and Test Pumping

Lump sum for developing, disinfection, and test pumping for 12-hour period, and removing test pump and equipment.

E. Additional Testing

If the City should desire test pumping longer than 12 hours, the City will pay actual, out-of-pocket expense. Additional testing shall not exceed 24 hours in addition to the specified 12 hour period.

PROPOSAL

Mayor and City Council
City Hall
Newberg, Oregon

The undersigned bidder declares that he has carefully examined the Plans and specifications and Contract Documents, has visited the site, and made such investigations as are necessary to determine the character of the work and the conditions to be encountered, and if this Proposal is accepted, he will contract with the District for the work described in these Specifications in a form of Contract hereto appended, will provide all necessary equipment, labor, materials, tools and apparatus required and as specified, and under the requirements of the Engineer, at the prices hereinafter written. The Bidder further understands that the estimated quantities are approximate only, and that quantities may be increased or decreased within reasonable limits without affecting bid prices.

The Bidder further agrees that the work shall be completed in all respects, after signing the Contract, within a period of 30 calendar days.

Should the Bidder fail to complete the work within the time limits as set forth above, liquidated damages in the amount of Fifty Dollars (\$50.00) per day shall be deducted from moneys otherwise due the Contractor.

Accompanying this Proposal is a certified check, cashier's check or bid bond drawn on **Great American Insurance Company**

of **New York** in the amount of **5%**

_____ guaranteeing that the Bidder shall enter into a contract for the work if so awarded by the City.

<u>Item</u>	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Estimated Amount</u>
1. <u>Drilling Well to Receive 18" Well Casing, the</u> sum of <u>Fourteen and no/100</u> _____ Dollars (\$ <u>14.00</u>) per ft. of depth.		100	\$ <u>1,400.00</u>
2. <u>18" Well Casing, Furnish and Install, the sum of</u> <u>Ten and no/100</u> Dollars (\$ <u>10.00</u>) per lin. ft.		100	<u>1,000.00</u>
3. <u>Perforating 18" Well Casing, the lump sum of</u> <u>Two Hundred Seventy-five and no/100</u> _____ Dollars (\$ <u>275.00</u>)		1.s.	<u>275.00</u>
4. <u>Developing, Disinfection and Test Pumping, the lump</u> sum of <u>Eight Hundred and no/100</u> _____ Dollars (\$ <u>800.00</u>)		1.s.	<u>800.00</u>
<u>TOTAL BASED UPON ESTIMATED QUANTITIES</u>			\$ <u>3,475.00</u>

If this Proposal shall be accepted by the Owner, and the undersigned shall fail to execute a satisfactory Contract and bond, as stated in the Instructions to Bidders hereto attached, within ten (10) days (Sundays excepted) from the date of notification, then the Owner may at its option determine that the undersigned has abandoned the Contract and thereupon this Proposal shall be null and void, and the cashier's or certified check accompanying this Proposal shall be forfeited to and become the property of the Owner, otherwise, the check accompanying this Proposal shall be returned to the undersigned.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

<u>Name</u>	<u>Address</u>
Ruby P. Jannsen	20695 S. W. Kinnaman Rd., Aloha, Oreg.
Edward M. Jannsen	21075 S. W. Tualatin Valley Hiway, Aloha

The name and business address of the Surety Company which will furnish the required bond insuring the construction is:

Wells-Reed-Wood-West Co.	412 Failing Bldg., Portland 4, Oregon
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The undersigned bidder has heretofore completed the following pieces of work of a similar nature to that contemplated:

<u>Job</u>	<u>Location</u>	<u>Date</u>
Well	City of Newberg	1951
Well	Aloha Huber Water Dist.	1957
Well	Alto Park Water Dist.	1962

Name of Bidder A. M. Jannsen Drilling Co. ☐ Corporation
☒ Partnership
☐ Individual

Address of Bidder 21075 S. W. Tualatin Valley
Highway, Aloha, Oregon

Signature of Authorized Agent

Edward M. Jannsen

Title Partner

Date 4 - 6, 1964

AGREEMENT

For Construction of Water Supply Well

City of Newberg, Newberg, Oregon

The City of Newberg, Oregon, herein called "Owner," and _____

A. M. Jannsen Drilling Company, herein called "Contractor," agree as follows:

1. Commencement and Completion of Work

The Contractor shall commence work in the field within ten (10) calendar days after signing of Contract and shall complete the work on or before the following date:

MAY 10, 1964

2. Performance of Work

The Contractor shall furnish all labor, material, equipment and instrumentalities to perform all the work necessary or incidentally required for full compliance with the specifications and contract documents issued to the Contractor and included with his proposal for the improvement.

The Notice to Contractors, Specifications and Proposal dated April 6, 1964 are hereby made a part of this Agreement as though set forth herein. If such documents and this Agreement are in any respect in conflict or inconsistent, the provisions of this Agreement shall control.

3. Bond and Insurance-

- (a) The Contractor shall furnish a 100% contract public works performance bond in a form satisfactory to the Owner.
- (b) The Contractor agrees to obtain and continuously maintain, until completion of all the above work, such insurance as the Owner considers necessary for the proper protection of the parties hereto and in form approved by the Owner.
- (c) Contractor shall require, before commencing work, all insurance companies issuing any policies of insurance to Contractor which the Contractor is required to procure hereunder, to certify to the Owner in writing that such policies have been issued and are in force and will not be cancelled or annulled except upon ten (10) days notice in writing to Owner. Contractor shall not cancel any policies of insurance required hereunder either before or after completion of the work, without the consent of the Owner in writing.

4. Indemnity

The Contractor shall indemnify Owner against all claims, costs, expenses, losses and liabilities of every kind, including attorney fees, arising out of or in any manner connected directly or indirectly with the activities of the Contractor under this Agreement, including claims for infringement of any patent rights or damages by reason of the construction.

5. Compliance with Applicable Laws

The Contractor shall comply with all applicable Federal, State and local laws and regulations.

6. Payment for Labor

The Contractor shall promptly make all payments to all persons supplying the Contractor with labor, materials and supplies, for the prosecution of the work or in connection therewith. Any such payment not made by the Contractor when due may be made by Owner, and such payments deducted from any moneys due Contractor under this Agreement.

7. Assignment

The Contractor shall not assign or sublet this contract, or any part thereof, without the prior written consent of Owner.

8. Completion of Work

If the Contractor shall fail to commence the work within the specified time, or to prosecute said work continuously with sufficient workmen and equipment to insure its completion within the time herein specified for completion, or to perform said work according to the provisions of this Agreement, or if for any other cause or reason whatsoever Contractor shall fail to carry on the said work in a manner acceptable to Owner or its Engineers, Owner may elect to give notice in writing of such default, specifying the same, and if the Contractor within a period of 72 hours after such notice, shall not proceed in accordance therewith, then Owner shall have full power and authority without process of law and without violating this Agreement, to take the prosecution of the work out of the hands of the Contractor and complete it with its own forces, or contract with other parties for its completion, or use such other measures as in Owner's opinion are necessary for its completion, including the use of the equipment and other property of the Contractor on the job site.

Neither by the taking over of the work nor by its completion in accordance with the terms of this provision shall Owner forfeit its right to recover damages from the Contractor or from Contractor's surety for failure to complete or for delay in such completion. Should the expense incurred by Owner in taking over and completing the work be less than the sum that would have become payable under this Agreement if said work had been completed by the Contractor, then the Contractor shall be entitled to the differences, and should such expense exceed the said sum then the Contractor and Contractor's surety shall be liable to Owner for the amount of such excess. Upon the taking over of the work by Owner as herein provided, no further payment will be made to the Contractor until the work is completed, and any moneys due or that may become due the Contractor under this Agreement will be withheld and may be applied by Owner to payments for labor, materials, supplies and equipment used in the prosecution of the work, and for the payment of rental charges on equipment used therein, or to the payment of any excess cost to Owner of completing said work.

9. Payments

- (a) Contractor shall be paid monthly, based on the prices set forth in Contractor's Proposal dated April 6, 1964 and the Basis of Payment, less 10% retention. All payments shall be based upon the estimate made by Owner's Engineers as to the amount of work done by the Contractor, which estimates shall be final and binding upon the parties hereto and shall

conclusively establish the amount of work done by the Contractor. The Contractor will receive no compensation for any work done by him which is not approved and accepted by Owner's Engineers.

- (b) Final payment shall be made when all work is approved in writing by the Engineers, accepted by Owner, and evidence presented by the Contractor that he has paid all bills and claims, withholding taxes, contributions to both State and Federal governments for payroll withholding, workmen's compensation, F.I.C.A., income taxes and any other payments required by law, and a general release furnished to Owner by the Contractor.

10. Completion and Delays

- (a) The Contractor shall complete all work herein required by the following date:

MAY 10, 1964

- (b) No extensions of time shall be allowed or claimed by Contractor for any cause whatever unless Contractor shall have made a written request upon Owner for such extension within 48 hours after the cause of such extension occurred and unless Contractor and Owner shall have agreed in writing that such allowance will be made.
- (c) The Contractor shall comply with the instructions given by the Owner including any instruction requiring him to delay herein, and the Contractor will not be entitled to any extra compensation or damages because of any such suspension or delay not specifically allowed and paid for by Owner.
- (d) Time is of the essence of this Agreement and Contractor agrees to perform said work within the time and in the manner specified, or within the time of such extensions as may be granted and Contractor shall be liable, in the event of failure to complete the work within the time limits set forth herein, for liquidated damages at the rate of Fifty Dollars (\$50.00) per calendar day.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

CITY OF NEWBERG, OREGON

By Roy M. Curtis
Roy M. Curtis, Mayor

By Myrland C. Gilbert
Myrland C. Gilbert, City Recorder

Approved as to Form:

Herbert Swift
Herbert Swift, City Atty.

A. M. JANNSEN DRILLING COMPANY
Contractor

By Edward J. Jansen
Title Partner

Dated this 10th day of

APRIL, 1964