

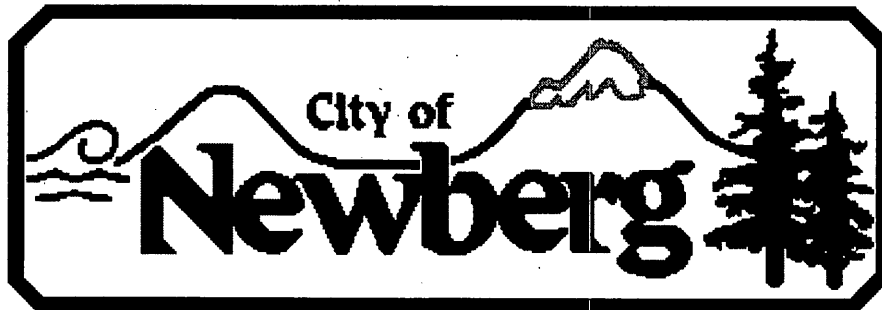
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CITY OF NEWBERG, OREGON

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1684

COMMUNITY DEVELOPMENT DEPARTMENT

**WATER TREATMENT PLANT
POND CLEANING**



AUGUST 1999

ROBERT BIELMAN, AGENT 537-1211

CITY OF NEWBERG
WATER TREATMENT PLANT POND CLEANING

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NOTE: ALL DRAWINGS TAKEN FROM 1970 CONSTRUCTION PLANS

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 19th day of August, 1999 by and between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "OWNER", and

Behrman Transport, Inc.

1415 Port Way, P.O. Box 630

Woodland, WA 98674

(360) 225-9094

hereinafter called the "CONTRACTOR".

WITNESS:

Said Contractor, in consideration of the sum to be paid him by the said Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery and appurtenances for the **Water Treatment Plant Pond Cleaning** to the extent of the Bid made by the Contractor on the 19th day of August, 1999, all full compliance with Contract Documents referred to herein.

The Advertisement for Bids, the signed copy of the Bid made by the Contractor, the fully executed Performance and Payment Bond, the Bound Project Bid Documents entitled "**Water Treatment Plant Pond Cleaning**" dated August 1999, including Addendum No. 1, are hereby referred to and, by reference, made a part of this Contract as fully as if the same were completely set forth herein.

In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the Community Development Director and to his satisfaction to the extent provided in the Contract Documents, or as otherwise herein provided and based on the said Bid made by the Contractor, and to make such payments in the manner at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the materials furnished and the workmanship performed under this Contract for a period of one year or such other time as applicable law may allow after the date of

acceptance of the work in the Contract by the Owner.

In the event that the Contractor shall fail to complete the work within the time limits or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of Two Hundred Dollars per consecutive calendar day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF NEWBERG, OREGON

By Terrance D. Mahr
Dianne R. Cole ATTORNEY AT LAW
City Manager

CONTRACTOR

By Dianne Bockman
Behrman Transport, Inc.

Dianne Bockman
Name

Secretary
Title

APPROVED AS TO FORM:

Terrance D. Mahr
Terry Mahr, City Attorney

NOTICE TO BIDDERS

WATER TREATMENT PLANT POND CLEANING

NOTICE TO BIDDERS

The City of Newberg Community Development Department, requests proposals for the **Water Treatment Plant Pond Cleaning Project**. Sealed bids will be accepted until 2:00 local time on Thursday, 19th day of August, 1999. Address bids to Robert Bielman, City Agent, Community Development Department Office, 719 E. First St. Newberg, Oregon 97132, at which time and place all bids will be opened and publicly read aloud.

PREQUALIFICATION

Prequalification of bidders will be required for this project in accordance with ORS Chapter 279.047. Documentation of State approval must be submitted to the City Of Newberg at least seven (7) days prior to the bid opening date.

ACCEPTANCE OF BIDS

Any determinations of the lowest responsible bidder and award are subject to review and determination by the City Attorney as to legal sufficiency of any bid submitted. The City of Newberg reserves the right to reject any or all bids, to waive informalities and to accept the bid which is in the best interest of the City.

All bids must be submitted on the enclosed "Proposal" form completely filled out, signed and accompanied by a certified check or bid bond payable to the City Of Newberg, Oregon for an amount not less than 10 percent of the total amount of the bid submitted.

EXAMINATIONS AND INSPECTIONS

Bidders must determine for themselves, to their own satisfaction, all of the conditions and circumstances affecting the project or the cost of the proposed work by personal examination of the site and the specifications and by such other means as they may choose. It is understood and agreed that information as to conditions or obstructions indicated in the plans or specifications has been obtained by the City from data at hand. There is no express or implied agreement that such conditions are fully or correctly shown and the Bidder must take into consideration the possibility that conditions affecting the cost or quantity of work may differ from those indicated.

PERFORMANCE BOND

The successful Bidder will be required to furnish a performance bond for the full amount of the contract prior to the execution of the Contract.

The Bond, in an amount equal to 100 percent of the Contract sum, shall be satisfactory to the Owner and shall be executed by a corporate surety licensed to do business in the State of Oregon. The attorney in fact who executes the Bond on behalf of the surety shall affix thereto a certified and current copy of his power of attorney and shall indicate the monetary limit of such power.

WATER TREATMENT PLANT POND CLEANING

INSURANCE – PROOF OF COVERAGE

Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Purchasing Agent or the Auditor.

INSURANCE – PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall provide and maintain such public liability and property damage insurance as will protect the Contractor and the City from any and all claims for damage or personal injury including death, which may arise from these operations or in connection therewith, including all operations of Sub contractors. Such insurance shall provide coverage for not less than the following:

| | |
|----------------------|------------------------------|
| For Personal Injury: | \$200,000 for one claim |
| | \$500,000 for one occurrence |
| For Property Damage: | \$500,000 for one occurrence |

In lieu of the foregoing, submit a single limit public liability policy for personal injury and property damage in the sum of \$500,000 or not less than the amount for which public bodies are responsible as set forth in ORS Chapter 30, Tort Actions against Public Bodies.

The policy shall not be terminated or be canceled prior to completion of the Contract without 30 days' written notice to Finance Department, which notice shall be subject to approval by the City Attorney. Effective date of the notice is the date the notice is actually received in the Finance Department.

WORKER'S COMPENSATION INSURANCE

1. The Contractor shall provide worker's compensation coverage for all persons employed in performing the services under the agreement, in accordance with ORS 656.001 to 655.794, either as:

- (a) A carrier insured employer; or
- (b) A selfinsured employer as provided by ORS 656.407.

Evidence of such coverage shall be filed with the City and maintained for the duration of this contract.

END OF SECTION

BID BOND

CBIC
CONTRACTORS BONDING
AND INSURANCE COMPANY

PUBLIC WORKS
CONTRACT BOND

Oregon:
1827 NE 44th Ave., Suite 100
P.O. Box 12053
Portland, OR 97212-0053
(503) 287-6000
(800) 926-CBIC National
(503) 287-6100 FAX

BOND NO.: PB5613

Premium: \$ 395.00

KNOW ALL MEN BY THESE PRESENTS BEHRMAN TRANSPORT, INC.

1415 Port Way, Woodland, WA 98674, hereinafter called Principal, as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY (CBIC), a corporation organized and existing under the laws of the State of Washington, and authorized to transact surety business in the State of Oregon, hereinafter called Surety, are held and firmly bound unto CITY OF NEWBERG

hereinafter called the Obligee, in the sum of Fifteen Thousand Eight Hundred and no/100ths

----- (\$ 15,800.00)

lawful money of the United States of America to be paid to said Obligee, we do bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, WHEREAS, on the _____ day of _____, 19 99, the Principal entered into a contract with the Obligee described as follows:

Water Treatment Plant Pond Cleaning

NOW THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters undertaken to be performed under said contract upon the term set forth herein, and shall promptly make payments to persons supplying labor and material for prosecution of work provided for in such contract, including any persons having direct contractual relationship with Principal, or direct contractual relationship with any subcontractor of Principal, or an assignee of such person, and shall promptly pay moneys due the State Accident Insurance Fund Corporation, The State Department of Employment Trust Fund, or the Department of Revenue in connection with the performance of said contract, then this obligation is to be void, otherwise to remain in full force and effect.

The total of Surety's liability under this bond both to the Obligee and to persons furnishing labor and materials, provisions and goods and to any other person or persons, shall in no event exceed the penalty hereof.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractors or other person in the performance of any such work, whether specifically provided for in the contract or not.

This bond is executed for the purpose of complying with Chapter 279 of Title 26, Oregon Revised Statutes, the provisions of which are hereby incorporated herein and made part hereof.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument this

20th day of September, 19 99

CONTRACTORS BONDING AND INSURANCE COMPANY

BEHRMAN TRANSPORT, INC.

Shelley Robinson
Principal

Gail A. Flynn
Attorney-in-Fact Gail A. Flynn



Limited Power of Attorney

Home Office:
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
(206) 622-7053

KNOW ALL MEN BY THESE PRESENTS that CONTRACTORS BONDING AND INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Washington, and having its principal office in Seattle, King County, Washington, does by these presents make, constitute and appoint GAILA. FLYNN of Portland, Oregon, its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no Attorney-in-Fact shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$6,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with a penal sum in excess of \$ 6,000,000; and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary; hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the CONTRACTORS BONDING AND INSURANCE COMPANY on September 8, 1998:

RESOLVED that the President of the Company is authorized to appoint any person as the Company's true and lawful Attorney-in-Fact with power and authority to execute and deliver on behalf of the Company any and all bonds and undertakings of suretyship given for any purpose, subject to such limits as shall be determined by the President of the Company; provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000.

RESOLVED FURTHER that the authority of the Secretary of the Company to certify the authenticity and effectiveness of the foregoing resolution in any Limited Power of Attorney is hereby delegated to the following persons, the signature of any of the following to bind the Company with respect to the authenticity and effectiveness of the foregoing resolutions as if signed by the Secretary of the Company: Donald Sirkin, Steven A. Gaines, John Pieprzny, John A. Alkire, John D. Minto, Marc A. Mrkvicka, Larry A. Byers, Deanna Davis, Cheryl Mayes, Debi Lewis, Jeannie Padilla, JoAnn Johnson, Pat Dorney, and Tom Dymont.

RESOLVED FURTHER that the signatures (including certification that the Power of Attorney is still in force and effect) of the President, Notary Public and person certifying authenticity and effectiveness, and the corporate and Notary seals appearing on any Limited Power of Attorney containing this and the foregoing resolutions as well as the Limited Power of Attorney itself and its transmission, may be by facsimile; and such Limited Power of Attorney shall be deemed an original in all aspects.

RESOLVED FURTHER that all resolutions adopted prior to today appointing the above named as Attorney-in-Fact for CONTRACTORS BONDING AND INSURANCE COMPANY are hereby superseded.

IN WITNESS WHEREOF, CONTRACTORS BONDING AND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereto affixed this 8th day of September, 1998.

CONTRACTORS BONDING AND INSURANCE COMPANY

By: 
Steven A. Gaines, President

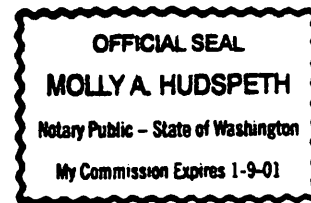


STATE OF WASHINGTON—COUNTY OF KING

On this 8th day of September, 1998, personally appeared STEVEN A. GAINES, to me known to be the President of the corporation that executed the foregoing Limited Power of Attorney and acknowledged said Limited Power of Attorney to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said Limited Power of Attorney.

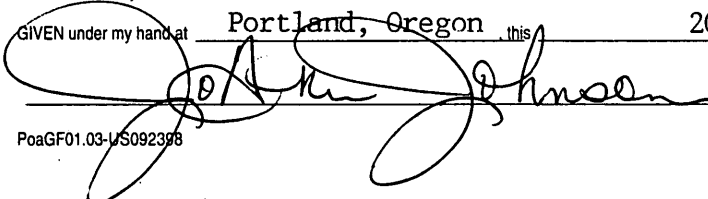
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for the State of Washington, residing at Seattle



The undersigned, acting under authority of the Board of Directors of CONTRACTORS BONDING AND INSURANCE COMPANY, hereby certifies, as or in lieu of Certificate of the Secretary of CONTRACTORS BONDING AND INSURANCE COMPANY, that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and does hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand at Portland, Oregon this 20th day of September, 19 99


JoAnn Johnson

WATER TREATMENT PLANT POND CLEANING

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____

_____, as Principal, and _____

_____, a corporation organized and existing under the laws of the State of _____ and duly authorized to transact a surety business in the State of Oregon, as surety, are held and firmly bound unto the CITY OF NEWBERG OREGON, a municipal corporation of the State of Oregon, in the penal sum of _____ lawful money of the United States of America, for the payment whereof well and duly to be made, we and each of us, jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that whereas the Principal has submitted or is about to submit a proposal irrevocable for the period specified in the proposal to the Obligee on a contract for the WATER TREATMENT PLANT POND CLEANING

NOW THEREFORE, in the event the Principal seeks to revoke his offer for any reason not authorized by law and not consented to by Obligee within the irrevocable period and if awarded the contract and said Principal fails, neglects, or refuses to enter into a contract to perform said work and furnish said labor, equipment and/or material, and to furnish performance and labor material payment bonds as required within the time specified, then the amount herein stated shall be declared to be forfeited and become due and payable to the City of NEWBERG OREGON.

SIGNED, SEALED AND DATED this _____ day of _____ 19 ____.

Principal _____
Address _____

BY _____
Title _____
Surety _____

Oregon Agent for Service

address

BY _____
Attorney in Fact

CORPORATE SEAL (PRINCIPAL)

CORPORATE SEAL (SURETY)

NOTE

If Principal is operating under an assumed business name, there must also be set forth in the first paragraph of the bond the names of all the partners of the individual owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, show on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the State of Oregon, his authority to execute bonds must be shown.

PROPOSAL

WATER TREATMENT PLANT POND CLEANING

Bidder Behrman Transport, Inc.

Licensed to do business in Oregon? Yes _____ No X

Contractor's Board Registration Number BEHRMT1044N8

Form of organization Corporation

State of Incorporation Oregon

Names of Partners (if Co-Partnership) Michael Behrman

Dianne Boekman

By (Signatruer) Michael Behrman Date 8-19-99

Name (Typed) Michael Behrman

Title President

Address 1415 Port Way

City Woodland State WA Zip 98674

Phone Number (360) 225-9094
include area code

WATER TREATMENT PLANT POND CLEANING

CITY OF NEWBERG
PROPOSAL

WATER TREATMENT PLANT POND CLEANING

The undersigned agrees to accept as full payment for the work proposed for the **Water Treatment Plant Pond Cleaning** project as herein specified and as shown on the plans, based upon the undersigned's own estimate of quantities and costs, the following:

TOTAL BID PRICE (Lump Sum)

\$ 15,800.00

(amount in figures)

Fifteen thousand eight hundred Dollars and No Cents

(amount written in words has precedence)

I agree that this bid shall be irrevocable for at least 30 calendar days after the bid opening date and time, and if accepted, to construct said project at the prices bid within the time specified.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair and without collusion or fraud.

PROJECT SPECIFICATIONS

**SECTION 01001
GENERAL SPECIFICATIONS**

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. The work performed under this contract is limited to this contract. The City may award a separate contract for another project and work may be in progress simultaneously with a portion of the work under this contract. The Contractor shall cooperate with the City, agencies, trades or contractors which are involved in the execution of any other contract.
- B. Elements of the project include, but are not limited to: Removal and transportation of the accumulated solids in the basin known as the "Back Wash Settling Pond" to The flow equalization basin in the Wastewater Treatment Plant, approximately one (1) mile distant. This will require crossing private property (Smurfit Paper Mill) and Wynooski St. (County Road).

1.02 CONTRACTOR COST BREAKDOWN

- A. At the Preconstruction Conference, the Contractor shall prepare and submit to the Engineer for approval, a cost breakdown of the total work under this contract. The cost breakdown shall show the unit value and quantity of each element of work including an allowance for overhead and profit. In submitting the breakdown, the Contractor certifies that it is not unbalanced and that the value assigned to each part of the work represents his estimate of the accurate cost, including overhead and profit, of performing that part of the work. The cost breakdown shall include sufficient detail to serve as a basis for making a partial payment during construction. Upon acceptance of the cost breakdown by the Engineer, such breakdown shall be incorporated into all applications for payments. At the Engineer's sole discretion the cost breakdown may be used to establish unit costs for change orders.
- B. Where services are required during installation, testing and for the training of Owner's personnel, the costs shall be included in the costs for providing the applicable specified equipment.

1.03 OTHER DAMAGES

- A. Any fines and/or penalties assessed to the City of Newberg from the Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA) because of failure to complete all work on time shall be assumed by the Contractor if they arise from acts or neglect of the Contractor.

1.04 PAYMENT

- A. Contractors are required to submit a request for progress payment to the Engineer. The request for payment must be reviewed by the Engineer, and when approved will be forwarded to the Finance department for payment.

1.05 PERMITS

- A. No building permit is required for this project. The Contractor shall secure all specialty permits, including electrical, prior to beginning that phase of the project.
- B. The Contractor will pay all costs for all requirements of any nature specified in the permits. The Contractor shall be responsible for providing all special inspections required by permits. Other permits and inspections will be paid as part of the lump-sum contract.

1.06 PRECONSTRUCTION CONFERENCE

- A. A preconstruction conference will be held. At this meeting submit:
 - 1. A detailed schedule which will be followed by the Contractor throughout the duration of the project.
 - 2. The names, addresses and telephone numbers of two or more persons employed by the Contractor who can be reached during evening hours and weekends to handle emergency matters.
 - 3. Material Safety Data Sheets for all hazardous chemical products to be used by the Contractor on this project. Submit MSDS for approval before bringing any chemical on site.

1.07 PRODUCT DATA NOT USED

- B. Product data will not be reviewed in the same manner as shop drawings.

1.08 SHOP DRAWING REQUIREMENTS NOT USED

1.09 RECORD DRAWINGS

- A. Record drawings refer to those documents maintained and annotated by the Contractor during construction to record all departures from the original plans, information not included in the original plans and the final as-built conditions. Record drawings include, but are not limited to the following:

1. Two complete sets of contract drawings along with other documents such as schedules, lists, drawings and electrical and instrumentation diagrams included in the specifications. These record drawings shall be full size prints (usually 'D' size 34" x 22") with as-built conditions recorded in pencil, pen or other medium suitable for clear photocopy reproduction. Final submittal to the City shall be the original marked prints.

2. Record actual construction conditions including the following:
 - a. Work installed without change.
 - b. Depth of foundation elements in relation to ground elevation.
 - c. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - d. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - e. Change made by Change Order.
 - f. Field changes of dimensions, details and materials.
 - g. Changes in site plan.
 - h. Changes in equipment dimension or location.
 - i. Details not shown on original Contract Drawings.

4. Label each drawing or document "PROJECT RECORD" in neat 1/2 inch printed letters. Record information concurrently with construction progress. Do not conceal any work until required information is recorded. Record drawings shall be neatly and legibly marked. Record drawings shall not be used for construction purposes. They shall be maintained in a clean, dry and legible condition and shall be available for review by the Engineer during normal working hours at the Contractor's field office.
 1. Each application for progress payment shall include a full size photocopy of each record drawing that has been revised since the preceding payment application.
 2. Record Drawings will be used to verify and document progress payment requests. Work not shown, and work with changes not shown on the record drawings shall not be included for Payment.
 3. Concurrent with substantial completion, the Contractor shall provide two copies of a complete, up to date, set of record drawings. Prior to project closeout, the Contractor shall provide one complete set of Record Drawings and software files in their final form.

1.10 OPERATION AND MAINTENANCE INFORMATION NOT USED

1.11 SUPPLIERS'/MANUFACTURERS' SPECIAL SERVICES NOT USED

1.12 CONTRACTOR'S USE OF PREMISES

- A. The Contractor may establish and maintain a separate field office at the project site for the duration of the work. The Contractor will be assigned a lay down and parking area within the plants to be used by his employees while working on the project. The Contractor's field office shall be accessible by the Engineer during working hours.
- B. All of the Contractor's employees will enter the plants through the main gate and will park in the area designated for them. If the Contractor's personnel will be working at any time other than 7 A.M. to 5 P.M., arrangements must be made with the Engineer and the Treatment Plants Management. All traffic signs and directions are to be obeyed.
- C. The existing Water Treatment and Wastewater Treatment Plants are currently and continuously receiving and treating water, and that function shall not be interrupted except as specified herein. The Contractor shall coordinate the work to avoid any interference with normal operation of plant equipment and processes. The integrity of existing plant utilities shall be maintained by the Contractor at all times.
- D. The City's operating personnel will be responsible for operating the existing treatment plants throughout the execution of this contract. Equipment presently installed in the treatment plants must be available to plant personnel at all times for use, maintenance, and repair. If it is necessary, in the course of operating the plants, for the Contractor to move his equipment, materials, or any material included in the work, he shall do so promptly and place that equipment or material in an area which does not interfere with the plants operation. The Contractor shall not adjust or operate serviceable or functioning equipment or systems except as specifically required by this contract.
- E. Other concurrent construction contracts may be underway during the same time period as this construction contract. The Contractor's staging area and limits of construction are shown on the drawings. No activities or storage of materials shall be permitted outside of the designated areas without prior written permission of the Engineer. Requests for permission to utilize additional space shall clearly show the requested location on a map of the site, state the reason for the required additional space, state the length of time the additional space will be required, and give methods and a schedule for returning the space to its original condition.
- F. Work within existing structures shall be completed without disruption to routine access by plant personnel. No material, equipment or tools are to be left in the structures after normal work hours without prior written permission of the Engineer.

1.13 RESTORATION OF IMPROVEMENTS

A. Structures

1. The contractor shall take all precautions necessary to protect the integrity and usefulness of all existing plant facilities. If necessary, the Contractor may, with the approval of the Engineer, remove such existing structures, including curbs, gutters, pipelines and utility poles as may be necessary for the performance of the work. The structures removed shall be rebuilt in as good a condition as found with the requirements specified. He shall also repair existing structures, which may be damaged as a result of the work under this contract.

B. Cultivated Areas and Other Surface Improvements

1. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition. Restoration shall take place within 1 week or sooner as directed by the Engineer. Existing guard posts, barricades, and fences shall be protected and replaced if damaged.

C. Protection of Existing Installation

1. The Contractor shall protect all existing operating facilities and structures from damages. However, if damage occurs, the Contractor shall immediately correct or replace existing equipment, controls, systems, structures, or facilities, which are damaged in any way as a result of his work.

1.14 CONTRACTOR'S UTILITIES

A. The Contractor shall provide the following temporary services and facilities in accordance with Standard Construction Specifications Section 105.10.

1. Office - The Contractor may maintain a suitable office at the site of the work.
2. Power - The City shall allow use of 120/480 volt electric power from existing facilities.
3. Telephone - The Contractor shall provide telephone service at the construction site office, if an office is provided.
4. Sanitary Facilities - The Contractor shall provide toilet and wash-up facilities for his work force at the site of work. They shall be in conformance with the requirements of Standard Construction Specifications Section 102.14 and shall comply with applicable laws, ordinances, and regulations pertaining to the public health and sanitation of dwellings and camps.

5. Security - The Contractor shall at all times be responsible for the security of his facilities and equipment. The City will not take any responsibility for missing or damaged equipment, tools, or personal belongings.
6. Work Area Restrictions - The Contractor's personnel shall remain in the project work area. Personnel found to be outside the project work area or the Contractor's staging area shall be removed from the project site by the Contractor and may not return.

1.15 DEMOLITION AND REMOVAL

- A. Structures - Demolition and removal of structures consist of removal of abandoned superstructures, foundation walls, footings, slabs, pipes, vaults, and any other structures. Excavations caused by existing foundations shall be cleared of waste, debris and loose soil, and refilled as specified.
- B. Pavement - When portions of asphalt pavements and concrete pads are to be removed and later construction is to be connected, edges shall be saw cut, on a neat line at right angles to the curb face.
- C. Salvage - The Owner has the right to salvage any items scheduled for removal. The Contractor shall notify the Engineer 5 days prior to any salvage or demolition work to determine the disposition of items to be removed. The Engineer will mark items to be salvaged. Items for salvage shall be properly disconnected, removed from their foundations, cleaned, and stored at a location on the plants site as directed by the Engineer.

1.16 CLEANUP

- A. During the course of the work, the Contractor shall keep the site clean and orderly and shall follow housekeeping guidelines as set forth in the State Safety Codes. Particular care shall be taken at the end of each day to guard, barricade, provide temporary lighting and otherwise minimize potentially hazardous situations to the City Employees who operate this facility. At the completion of the work remove all material of any kind not incorporated into the work and leave the site in a condition acceptable to the Engineer.

1.17 ACCESS

- A. Construction activities may need to be scheduled to avoid interfering with maintenance activities or reducing treatment plants efficiency. All construction requiring a shutdown or restriction of access will need to be negotiated at least five working days in advance of the activity. Access to the work area is limited and the work site should be inspected carefully before proposing on this work. Vehicle access is limited to the facility.

- B The Water treatment plant is surrounded by Smurfit Newberg Paper Mill property. Contractor must cooperate with Smurfit to insure that Smurfit activities and production is not compromised by activities of the Contractor.

1.18 SEQUENCE OF OPERATIONS

- A. The Contractor shall plan, schedule, and coordinate his construction operations and activities in a manner that will facilitate the progress of the work included in these Contract Documents.
- B. Since there is considerable interfacing with the Owner's plants operating staff, it is imperative that the Contractor work closely with them in preparing his schedule.

1.19 CONSTRAINTS

- A. Continuous operation of the Owner's existing treatment facilities is of critical importance. Interruption of the existing treatment systems, and transport system or plant utility services shall be avoided.
- B. Connections to existing services or utilities, or other work that requires the temporary unavoidable interruption or shut down of any existing operations or utilities shall be planned in detail with appropriate scheduling of the work and coordinated with and approved by the Engineer. The approved schedule for shutdown or restart shall be indicated on the Contractor's Progress Schedule, and 72 hours advance written notice shall be given by the Contractor in order that the Owner and Engineer may witness the shutdown, tie-in, and start-up. The Engineer must witness any shutdown, tie-in, or start-up.
- C. All materials and equipment (including emergency equipment) necessary to expedite the tie-in shall be on hand prior to the interruption or shutdown of existing services or utilities.
- D. At no time undertake to close off any lines or open valves, interrupt electrical or utility service or take any other action which would affect the operation of the existing systems, except as specifically required by the Drawings and Specifications and only after approval is granted by the Engineer and Owner.
- E. The Contractor shall request approval, in writing, from the Owner a minimum of 72 hours in advance of the time that interruption of the existing system is required. Confirm approval with the Owner 24 hours in advance. There is no guarantee that scheduled shutdowns, tie-ins, or start-ups will not have to be rescheduled if required to operate the treatment facility. Rescheduled tie-ins shall be performed at no additional cost to the Owner.

1.20 TEMPORARY CONSTRUCTION UTILITIES

- A. Temporary Water:. The Contractor shall maintain the integrity of the existing water systems. It shall be the Contractor's responsibility to provide all necessary connections to the water supply and conveyance facilities as required for his work. Potable water is available at the plant site for drinking and domestic type uses and the Owner will provide a reasonable quantity for these purposes. The Contractor shall provide all required connections for potable water use.
- B. Temporary Electric Power: The Owner will provide construction power used at the plants site where reasonable through existing electrical receptacles. Power for construction trailer, shop and maintenance building shall be the responsibility of the Contractor. The Contractor shall make all arrangements with the electrical utility and with the Owner for power take-off points, voltage and phasing requirements, transformers and metering and shall pay all costs and fees arising there-from. It shall be the Contractor's responsibility to provide all special connections required for his work.

1.21 STANDARD SPECIFICATIONS

Standard Specifications as published by the Oregon Chapter of the American Public Works Association (APWA) in 1990 and amended in 1992 and 1996 shall be the standard for all work under this contract unless specifically altered or otherwise modified in these specifications. In the event of work required but not specified herein the APWA standards shall govern.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes methods of measurement and payment for items of Work under this Contract.
- B. Payment for the various items on Proposal shall include all compensation to be received by the Contractor for furnishing all tools, equipment, materials, supplies, and manufactured articles, and for all labor, superintendence, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work all in accordance with the requirements of the Contract Documents, including all appurtenances thereto and all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Administration of Oregon OSHA. All costs necessary for the performance of this Contract shall be included in the prices stated in the Proposal for the various items of work specified in the Contract Documents. No separate payment will be made for work specified in the Contract Documents.
- C. Indirect costs, which include, but are not limited to, mobilization, demobilization, bonds, insurance, supervision, overhead, and profit associated with the Bidding Requirements, Contract Forms and Conditions of the Contract (Division 0) and General Requirements (Division 1) specified in the Contract, shall all be allocated to each Bid Item as applicable for work defined in the Bid Item. No separate payment will be made for these items.

1.02 BID ITEM MEASUREMENT AND PAYMENT

The Proposal includes Lump sum items as shown. Work will be paid for on a monthly progress basis as determined by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

WATER TREATMENT PLANT POND CLEANING

SECTION 01540 TREATMENT PLANT ACCESS AND PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall comply with the following procedures while conducting work at the City of Newberg Wastewater Treatment Plant and Smurfit Paper Mill property.

1.2 DEFINITIONS:

- A. **BADGE** – Each Contractor will ensure that each employee is visually identified by full name and Contractor name. Badges, if used, must be worn in a visible location at all times.
- B. **NORMAL HOURS OF OPERATION** - 7:00 a.m. to 4:00 p.m., Monday through Friday.

1.3 PROCEDURES

A. ACCESS

- 1. No unescorted visitors, Contractor employees, or Subcontractor employees will be allowed access without prior arrangements being approved by the Engineer.
 - 2. Contractor employees, subcontractor employees, and vendors requesting access outside of the normal operating hours must request in writing, three days in advance of the requested access, stating the proposed dates and times of work .
- B. **Plant Facilities:** The Contractor may not use any plant facilities, including lunch rooms, vending machines, showers, lavatories, phone system, etc. except during an emergency (accident or injury) without specific authorization by the Engineer.
 - D. **Parking:** The Contractor, Subcontractors, and visitors shall park only in designated areas unless directed otherwise by the Engineer.
 - E. **Smoking:** Smoking is allowed in outdoor areas only. Smoking is not permitted in any process areas.

WATER TREATMENT PLANT POND CLEANING

- F. General: All Contractor and Subcontractor employees shall immediately respond to City Of Newberg and Smurfit employees when a process or access request is made to the Contractor. Only the Engineer shall give contractual direction.

1.4 EMERGENCY COMMUNICATION

- A. In the event of an emergency at the Water Treatment Plant or Wastewater Treatment Plant requiring police, fire or medical assistance, from any City telephone call 9-911. Then call WWTP at 537-1252 (252 from a City phone).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01062
SAFETY AND HEALTH**

PART 1 - GENERAL

1.01 SUMMARY

This section outlines the minimum safety and health requirements applicable to this project. These requirements include, but are not limited to, Oregon Revised Statutes, Oregon Administrative Rules, Oregon Occupational Safety and Health Regulations, Department of Labor and Industries, Oregon Department of Transportation, and other applicable federal, state, and local regulations.

1.02 SAFETY AND HEALTH REGULATIONS

Comply with all federal, state, and local safety and health regulations and laws including, but not limited to, the following:

- A. Oregon Revised Statutes - ORS 654
- B. Oregon Administrative Rules - OAR 437
- C. Oregon Safe Employment Act (OSEA)
- D. Oregon Occupational Safety & Health Administration (OR-OSHA)
 - 1. Division 1-General Administrative Rules
 - 2. Division 2-General Occupational Safety & Health Rules
 - a. Subdivision A-General
 - b. Subdivision B-Adoption & Extension of Established Federal Standards
 - c. Subdivision C-Access to Employee Exposure and Medical Records
 - d. Subdivision D,E,F- Walking-Working Surfaces, Means of Egress, Powered Platforms.
 - e. Subdivision G- Occupational Health & Environmental Controls.
 - f. Subdivision H- Hazardous Materials.
 - g. Subdivision I-Personal Protective Equipment.
 - h. Subdivision J-General Environmental Controls.
 - i. Subdivision K-Medical & First Aid
 - j. Subdivision L- Fire Protection
 - k. Subdivision M- Compressed Gas & Air Equipment.
 - l. Subdivision N- Material Handling & Storage.
 - m. Subdivision O- Machinery & Machine Guarding.
 - n. Subdivision P- Hand & Portable Powered Tools & other Hand-Held Equipment.

- o. Subdivision Q- Welding, Cutting & Brazing.
- p. Subdivision S- Electrical
- q. Subdivision Z- Toxic & Hazardous Substances (air contaminants, asbestos, benzene, bloodborne pathogens, cadmium, ethylene oxide, formaldehyde, lead, MDA.

3. Division 3-Construction

1.03 PUBLIC SAFETY AND CONVENIENCE -- NOT USED

1.05 SITE SECURITY

- A. Contractor shall be responsible for all labor, materials and equipment needed to secure the construction site at all times. This may include labor, lighting, fencing, alarm systems and other miscellaneous materials to maintain security at all sites where the Contractor may be working, staging work and storing materials or equipment.

PART 2 - PRODUCTS

2.01 SITE SPECIFIC SAFETY PLAN

- A. Develop and submit a Site Specific Safety Plan, based upon the sequence of Work, anticipated hazards, and the means/methods to confine or eliminate the hazards.

2.02 CONTRACTOR-FURNISHED SAFETY EQUIPMENT AND TRAINING

- A. The Contractor shall furnish all safety equipment and training as required by the approved Site Specific Safety Plan..

PART 3 - EXECUTION (NOT USED)

END OF SECTION

WATER TREATMENT PLANT POND CLEANING

SECTION 02051

SOLIDS REMOVAL AND TRANSPORTATION

1. GENERAL

A. LIST OF ARTICLE TITLES

- 1.01 DESCRIPTION OF WORK
- 1.02 PROTECTION OF EXISTING FACILITIES
- 1.03 POND CONTENTS

2.01 PRODUCTS NOT USED

- 3.01 STAGE CONSTRUCTION PLAN
- 3.02 EXCAVATION
- 3.03 WASTE TRANSPORTATION

1.01 DESCRIPTION OF WORK

A. Work consists of providing all labor, materials, and equipment necessary to remove the existing vegetation and solids currently in the 370,000 gallon backwash settling pond at the City Of Newberg Water Treatment Plant. The vegetation will be deposited on site at a designated space and the solids will be transported to the Wastewater Treatment Plant and deposited into the flow equalization basin.

1.02 PROTECTION OF EXISTING FACILITIES

A. Continuity of service

- 1. The Contractor will maintain access to all buildings during the construction.
- 2. Protect existing plant facilities and prevent damage to operating systems.

WATER TREATMENT PLANT POND CLEANING

1.03 POND CONTENTS

- A. Source The contents of the settling pond have been generated by treatment of well water. The water has a high iron content. Treatment consists of addition of chlorine to precipitate the iron and coagulation of the precipitated iron with polymer. The pond contains the sludge resulting from backwashing the filters.
- B. Solids The sludge solids content is 2 to 2-1/2% near the surface and may approach 20% at the bottom. Samples have not been taken from the bottom and the solids concentration is an estimate based on visual observations of previous removals
- C. Usage Currently the Water Treatment Plant is backwashing filters 4 times each day. This rate is expected to continue until October. Each backwash cycle uses approximately 32,000 gal of water in 8 to 10 minutes. The Chlorine residual is approximately 2 mg/l and the solids are approximately 220 mg/l. This amounts to an additional 240 lbs. of solids per day.

2 PRODUCTS NOT USED

3. EXECUTION

3.01 EXCAVATION

- A. Remove all material currently in the backwash-settling pond. Do not remove or damage the existing asphalt lining.
- B. There are two baffles, one at each end, a distribution header and overflow structure as indicated on the plans. Do not damage any of these structures.

WATER TREATMENT PLANT POND CLEANING

3.02 WASTE TRANSPORTATION

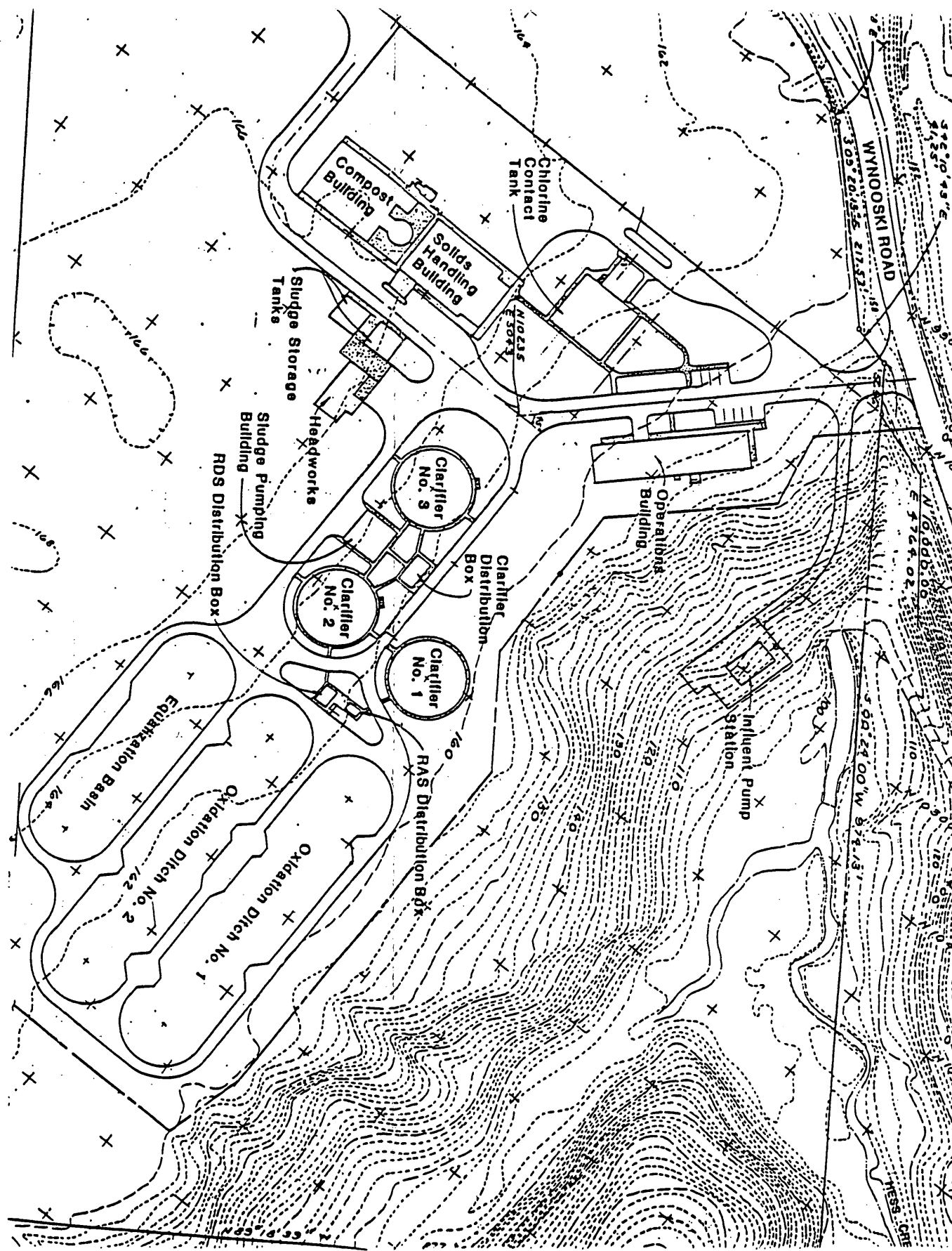
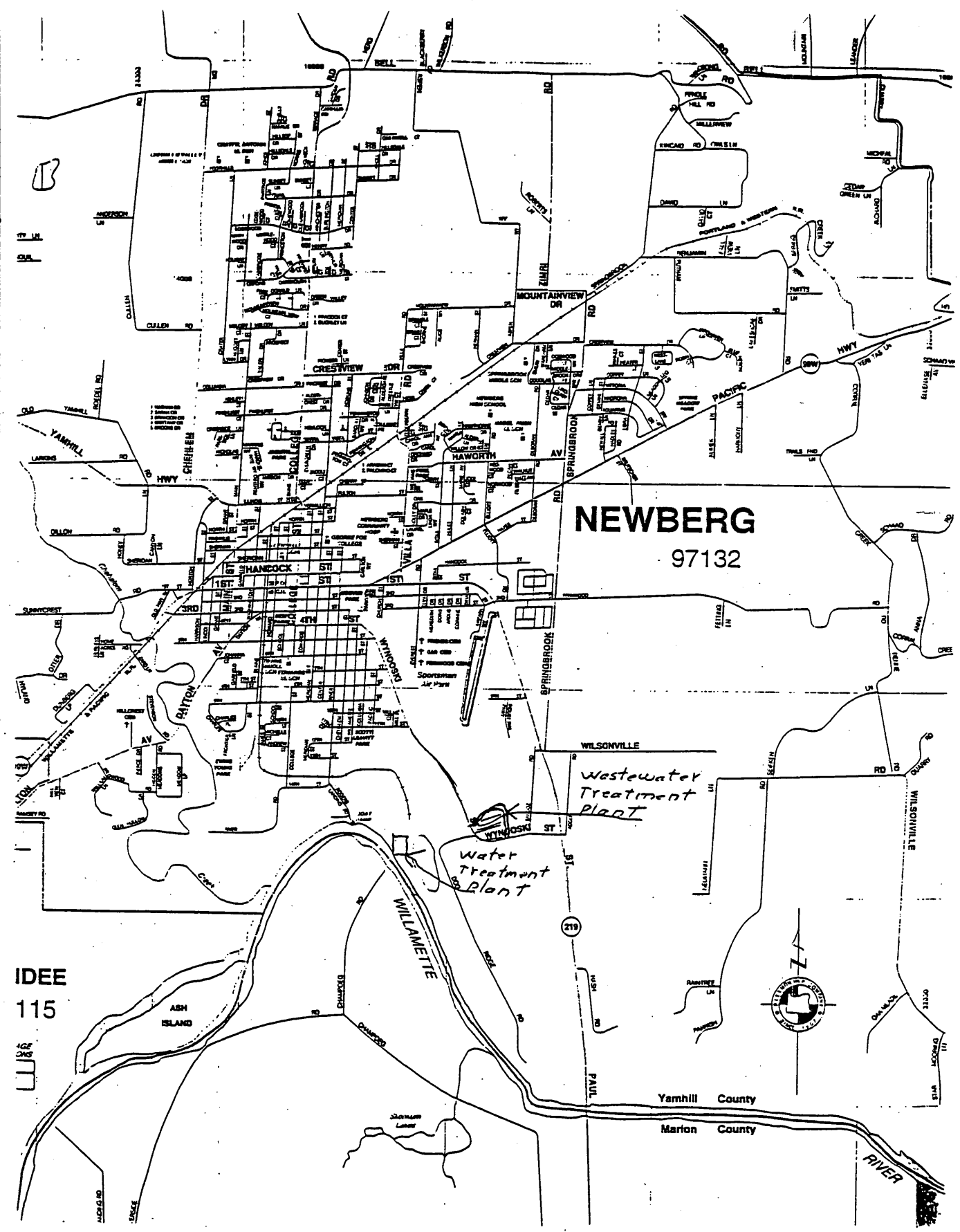
- A. A waste site has been noted on the plans to receive vegetation. Vegetation shall be contained inside that space.
- B. Concentrated Backwash Solids will be transported to the Wastewater Treatment Plant and deposited in the flow equalization basin.
- C. The estimated road distance from the backwash pond to the flow equalization basin is 1 mile. This route will pass over Smurfit Newberg paper mill property onto Wynooski street to access the WWTP.

<<< END OF SECTION >>>

DRAWINGS

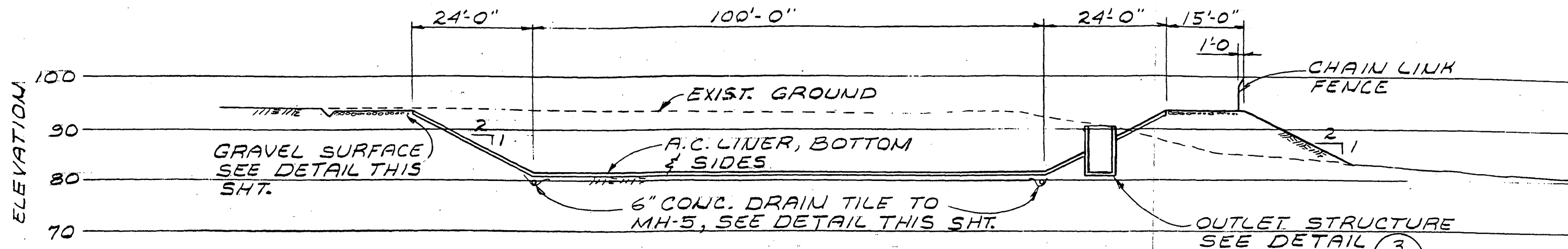
NOTICE

The prints included with this bid book are excerpts from the original construction drawings. These prints are not guaranteed accurate, however, they are the only information the City Of Newberg has available.



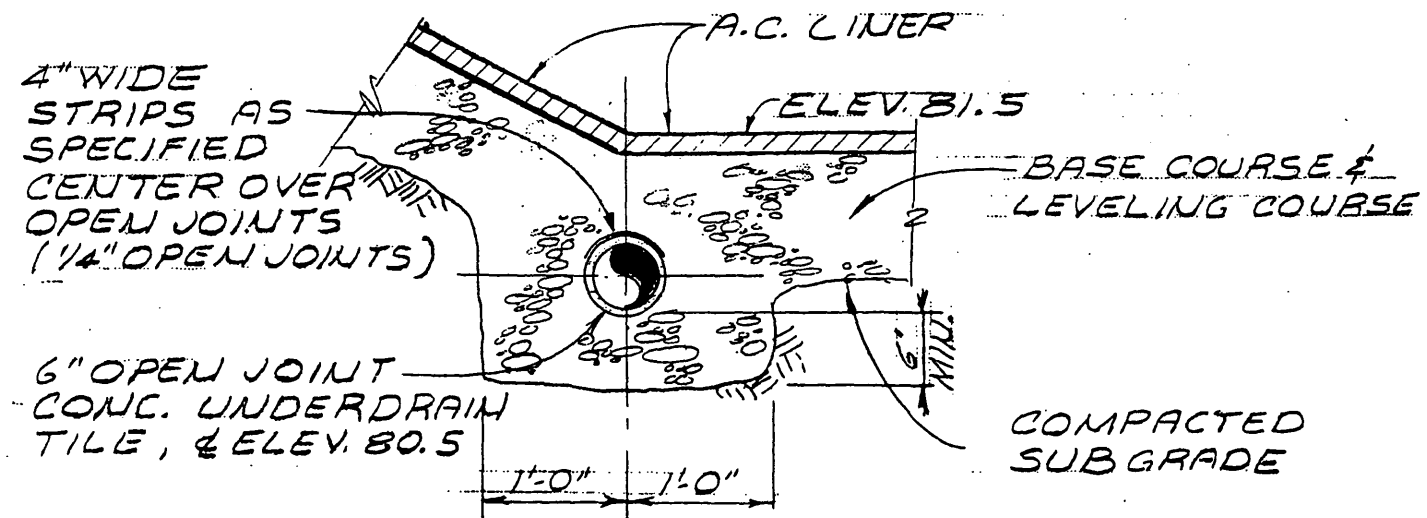
BE REMOVED. INDICATED
 THUS x-----x-----x

1" = 20'-0"



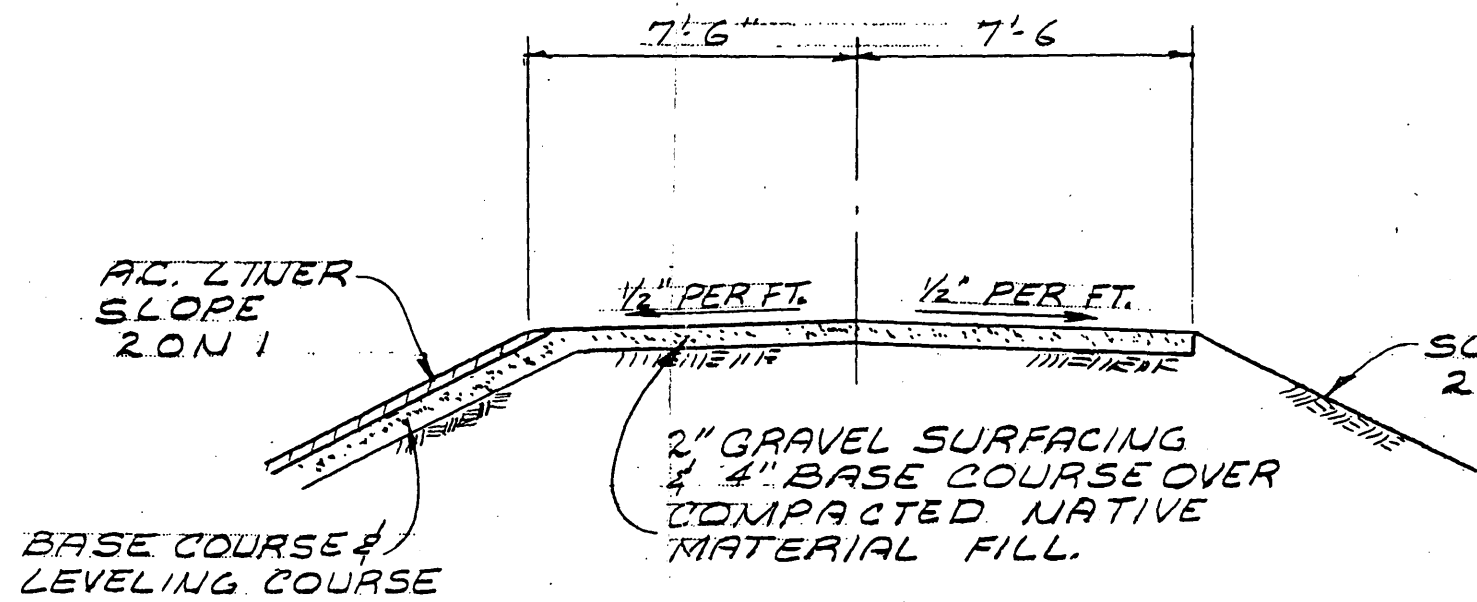
SECTION A \triangle
 1" = 20'

3
 3/4



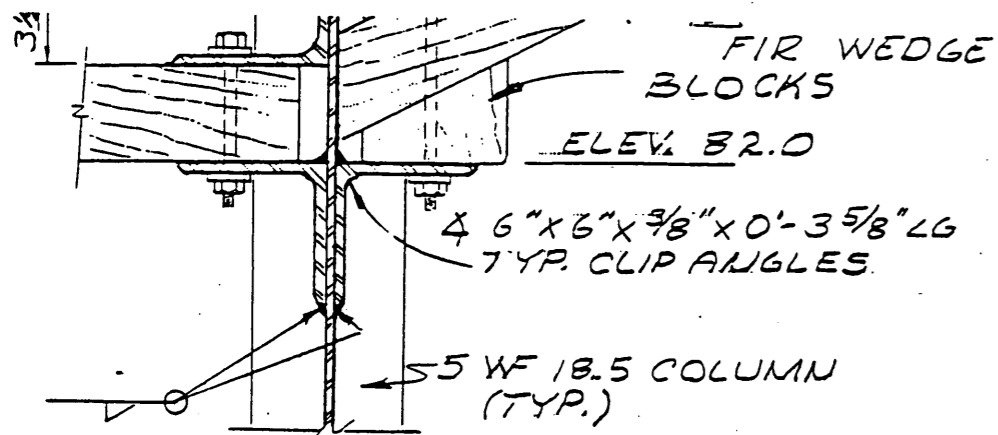
DRAIN TILE DETAIL

3/4" = 1'-0"

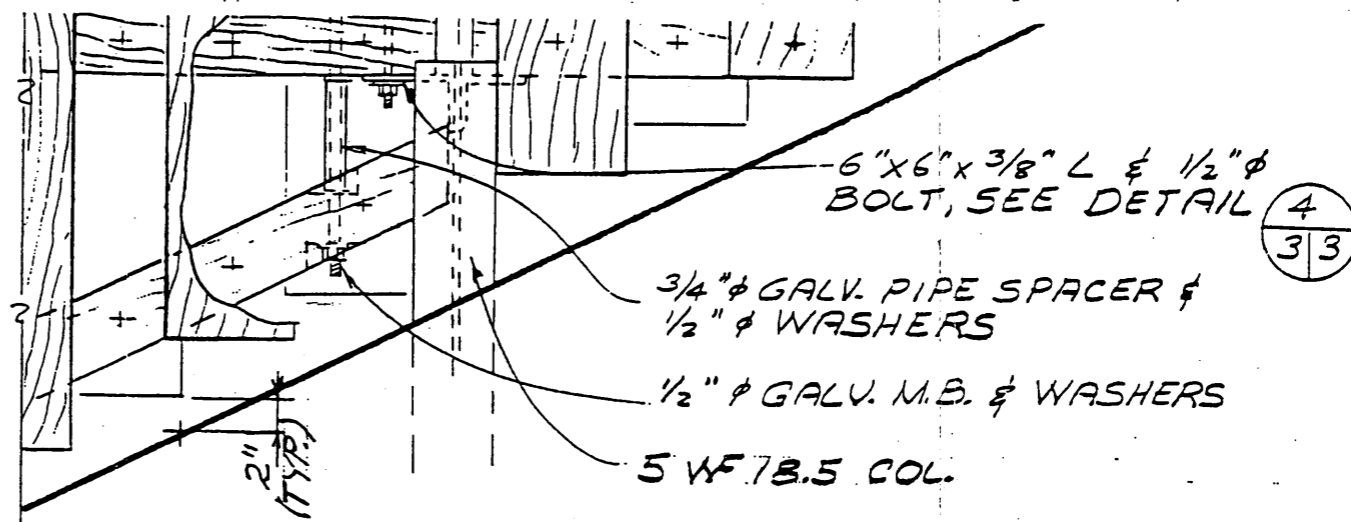


TYPICAL SECTION OF GRAVEL ROAD SETTLING POND BERMS

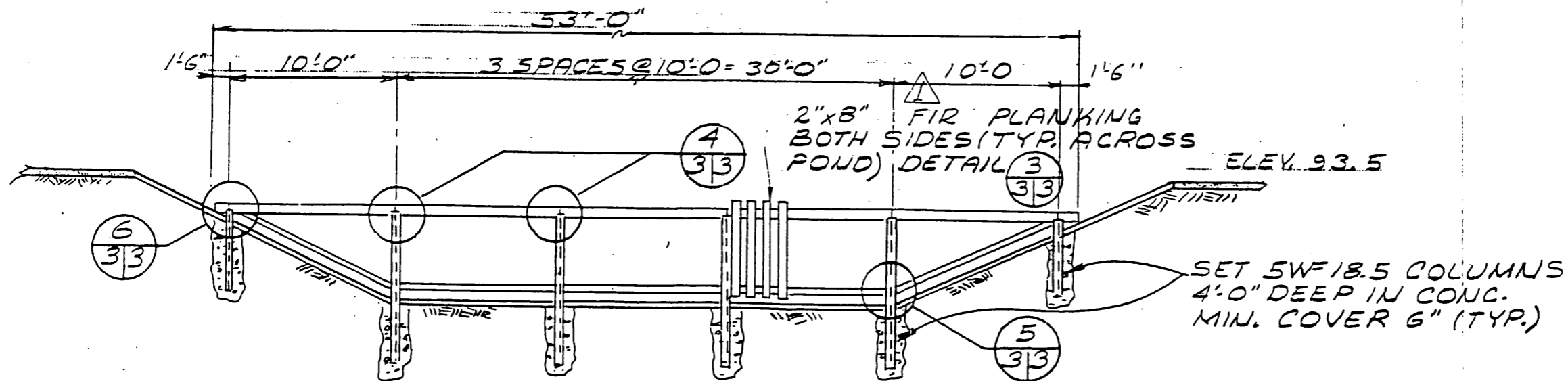
N.T.S.



DETAIL 5
1 1/2" = 1'-0" (3/3)



DETAIL 6
1" = 1'-0" (3/3)



SETTLING POND BAFFLE
DETAIL - 2 REQ'D. (2/33)
N.T.S.