

1993 STREET SLURRY SEAL

W.O. 11114

MAY, 1993

CITY MANAGER PRO-TEM: JEFF HECKSEL

DIRECTOR OF PUBLIC WORKS: JOHN BURDETT

CITY OF FOREST GROVE, OREGON

CONTRACT DOCUMENTS

For the Construction of the

1993 STREET SLURRY SEAL



Expires December 31, 1993

Consisting of
Invitation to Bid
Bid Proposal
Bid Bond
Contract Form
Performance and Payment Bond
Prevailing Wage Rates
General Conditions
Standard Specifications
Special Specifications
Plans

Prepared By:
CITY OF FOREST GROVE
ENGINEERING DEPARTMENT

INVITATION TO BID
CITY OF FOREST GROVE
WASHINGTON COUNTY, OREGON

1993 STREET SLURRY SEAL
W.O. No. 11114

Sealed proposals for the **1993 STREET SLURRY SEAL PROGRAM** will be received at the office of the Director of Support Services of the City of Forest Grove, 1924 Council Street, P.O. Box 326, Forest Grove, OR 97116, until 2:00 p.m. local time the 25th of May, 1993, and then publicly opened and read.

The work consists approximately of:

The placement of approximately 38,590 square yards of asphaltic emulsion slurry seal and associated work.

Plans and specifications may be examined at the office of the Engineering Department, City of Forest Grove Administrative Building, 1924 Council Street, P.O. Box 326, Forest Grove, OR 97116. A copy of said documents may be obtained at said office upon payment of a \$15.00 non-refundable fee.

Each proposal must be submitted on the prescribed form and accompanied by a certified check or bid bond payable to the City of Forest Grove, in an amount not less than ten percent (10%) of the amount bid. No bids will be received or considered unless the proposal is properly completed and signed.

The successful bidder will be required to furnish a Performance and Payment Bond for faithful performance of the Contract in the full amount of the Contract price.

This project is financed by the City Street Fund. Attention is called to the "Prevailing Wage Rates for Public Works Contracts in Oregon", effective January 1, 1993.

Attention is called to the following:

1. The Contractor must comply with the provisions required by ORS 279.348 to ORS 279.365 (Workmen on Public Works Contracts to be Paid Not Less than Prevailing Rate of Wage).

Attention is called to the following:

1. Contractor, its subcontractors, if any, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
2. Bidders who are in doubt as to their qualifications are encouraged to contact the Engineer informally to determine if a prequalification request is necessary.
3. Contractor and all subcontractors must be registered with the Oregon Construction Contractors Board (in compliance with ORS 701.055) and/or the Landscape Contractors Board (in compliance with ORS 671) **prior to bid opening.**

Construction Contractors Board
and/or
Landscape Contractors Board
700 Summer Street, NE, Suite #300
Salem, OR 97310-0151
(503) 378-4621

Award shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the contract. Consideration shall be given to contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The City of Forest Grove reserves the right in its sole discretion to reject any and all proposals or to accept any proposal which appears to serve the best interest of the City.

For more information regarding this project, contact Nick Kelsay, Project Engineer, at 359-3230.

Ivan Burnett, Director of Support Services
City of Forest Grove

Published: Daily Journal of Commerce

BID PROPOSAL

TO: Catherine L. Jansen, City Recorder
City of Forest Grove Administration Building
1924 Council Street (PO Box 326)
Forest Grove, Oregon 97116

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person making another proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents; that he has personally inspected the site; that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the same quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he has exercised his own judgement regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder further agrees that all of the applicable provisions of Oregon Law relating to public contracts (ORS Chapter 279) are, by this reference, incorporated in and made a part of this proposal.

The Bidder further agrees that if this Proposal is accepted, he shall, if requested by the Engineer, submit a statement of qualifications in a form adopted by the State of Oregon Public Contract Review Board and/or a list of names of subcontractors he intends to utilize in the execution of the contract, within twenty-four (24) hours of the request.

The Bidder further agrees that if this Proposal is accepted, he will, within ten (10) calendar days after notification of acceptance, execute the Contract with the Owner on the form of Contract annexed hereto; and will, at the time of execution of the Contract, deliver to the Owner the Performance and Payment Bonds required herein; and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Engineer thereunder.

The Bidder further agrees to furnish the Owner, before commencing the work under this contract, the certificate of insurance as specified in these documents.

The Bidder further agrees to commence work on or before the 10th day following the issuance of a "Notice to Proceed" by the Owner and fully complete the project within **45 calendar days**.

Once the Contractor has moved onto the project site, work shall commence and continue, uninterrupted, until fully complete and accepted by the City.

In the event the Bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, the Bidder further agrees to pay liquidated damages, until the work is finished, as specified in these Documents.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

The amounts shown shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE FIGURES</u>	<u>WRITTEN UNIT PRICE OR LUMP SUM</u>	<u>TOTAL AMOUNT QUANTITY X UNIT PRICE</u>
1. Slurry Seal, in place (Type II).	38,590	SQ YDS	\$ <u>0.60</u>	\$ <u>Sixty cents</u> Unit Price in Writing	\$ <u>23 154.00</u>

TOTAL BID PRICE

IN WRITING: \$ Twenty three thousand one hundred fifty four dollars and no cents

IN FIGURES: \$ 23 154.00

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the Proposal Guaranty deposited herewith according to the conditions of the Invitation for bids and General Conditions shall be retained by the Owner as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the Owner will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance and Payment Bond as specified in the Contract Documents. Proposal Guaranty in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on this Proposal, the Surety who will provide the Performance and Payment Bond will be International Fidelity Insurance Co. whose address is:

24 Commerce Street Newark New Jersey 07102
(Street) (City) (State)

The name of the Bidder who is submitting this Proposal is Blackline, Inc.
doing business at:

11500 NE 76th St A #102 Vancouver WA 98662
(Street) (City) (State)

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

<u>Guy Lorenzen</u>	<u>President</u>
<u>Glenn Brooks</u>	<u>Vice President</u>
<u>Carol Babbitt</u>	<u>Secretary</u>

(see next page)

(If Corporation)

In Witness whereof the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers that this 25th day of May, 1993.

Blackline, Inc
Name of Corporation

By Glenn Brooks

Vice President
Title

Attest Carol Babbitt

(If Sole Proprietor or Partnership)

In Witness hereto the undersigned has set his (its) hand this _____ day of _____, 19__.

Signature of Bidder

Title

Oregon Construction Contractors Board Registration No. 206384
and/or

Oregon Landscape Contractors Board Registration No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____
_____, hereinafter called the Principal, and _____
_____, a corporation duly organized under the laws of the State of
_____, having its principal place of business at _____
_____, in the State of _____ and authorized to do business in the State
of Oregon, as Surety, are held and firmly bound unto the _____
_____, hereinafter called the Obligee in the penal sum of _____
_____ Dollars. (\$_____), for the payment of which, well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

The condition of this Bond is such that, whereas, the Principal herein is herewith
submitting his or its Bid Proposal for _____

said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the said Principal be
accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute
the proposed Contract and shall furnish the Performance Bond as required by the Bidding and
Contract Documents within the time fixed by said Documents, then this obligation shall be
void, otherwise to remain in full force and effect.

Principal

Surety

Countersigned:

By: _____
Attorney-In-Fact

Resident Agent

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 29 day of JUNE, 1993, by and between CITY OF FOREST GROVE, hereinafter called the "Owner", and BLACKLINE INC., of YANCOUVER WA, hereinafter called the "Contractor".

WITNESSETH:

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 construction of:

1993 STREET SLURRY SEAL W.O. 11114

to the extent of the Proposal made by the Contractor on the 25 day of MAY, 1993, all in full compliance with the Contract Documents referred to herein.

The signed copy of the Bid Proposal made by the Contractor on the 25 day of MAY, 1993, the fully executed Performance and Payment Bond, the General Conditions, the Standard and the **Special Specifications**, entitled **1993 Street Slurry Seal**, dated May, 1993, are hereby referred to and by reference made a part of this Contract (as fully and completely as if the same were fully set forth herein) and are mutually cooperative therewith.

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 Engineer and to his satisfaction to the extent provided in the Contract Documents, the Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Proposal as determined by the Contract Documents, or as otherwise herein provided, and based on the said Proposal made by the Contractor, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to meet with the Engineer for a pre-construction conference within seven (7) calendar days after the execution of this Contract to review and submit the Contractor's schedule of expected events, as specified in the General Conditions.

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

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing to develop in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the date of the written notice from the Engineer recommending final acceptance of the entire project by the Owner.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid as specified in the General Conditions.

The Contractor agrees that in the event there is any dispute between the parties arising out of this agreement, it shall be determined in Washington County, Oregon, and the prevailing party will be entitled to all costs whether or not arbitration, or suit or action is instituted, including without limitation, reasonable attorney's fees during arbitration, at trial, on appeal, and in connection with enforcement of any judgement.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 10 day of June 23, A.D., 1993.

CONTRACTOR: BLACKLINE, INC.

By Glenn Brooks

Title Vice President

OWNER: CITY OF FOREST GROVE

By JEFF HECKSEL

Title: City Manager

International Fidelity Insurance Company

24 Commerce Street
NEWARK, NEW JERSEY 07102

PERFORMANCE AND PAYMENT BOND

Bond No. CP-96609

KNOW ALL MEN BY THESE PRESENTS: That we Blackline Inc
of, Vancouver, Wa. (hereinafter
called the Principal), as Principal, and the International Fidelity Ins.Co.Inc. as Surety,
are held and firmly bound to City of Forest Grove Or.
(hereinafter called the Owner), as Owner, in the sum of
Twenty Three Thousand Two Hundred No/100 (Dollars (\$23,200.00)), for the pay-
ment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, The Principal has entered into a written contract dated _____,
19____, with the Owner, for certain work as follows:

Slurry Seal on City Streets

, a copy of which contract is or may be hereto annexed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal
shall faithfully perform the work contracted to be performed under said contract, and shall
pay or cause to be paid, in full the claims of all persons performing labor upon or furnish-
ing materials to be used in such work, then this obligation shall be void; otherwise to
remain in full force and effect, subject, however, to the following conditions:

FIRST: This bond shall inure to the benefit of any person performing labor upon
or furnishing materials to be used in such work to the extent, and only to the extent, that
any such person has perfected a valid lien therefore, in accordance with the terms and pro-
visions of the laws of the State of Oregon, PROVIDED HOWEVER, that no suit, action or
proceeding to recover on this bond by any such person who has perfected such a valid lien
shall be sustained unless the same be commenced within six months from the date on which
such lien was filed.

SECOND: That if the Principal shall default in the performance of said contract,
the surety shall be given immediate notice thereof in writing by the Owner, and the Surety
shall have and be accorded by the Owner the right, at the Surety's option, to proceed or
procure others to proceed with the performance of such contract, and all reserves, deferred
payments and other moneys provided by said contract to be paid to the Principal shall be
paid to the Surety at the same times and under the same conditions as by the terms of said
contract such moneys would have been paid to the Principal had the contract been performed
by the Principal, and the Surety shall be entitled thereto in preference to any assignee of
the Principal or any adverse claimant; but if the Owner shall complete or re-let said con-
tract, all reserves, deferred payments or other moneys remaining after payment for such
completion shall be paid to the Surety or applied as it may direct to the settlement of any
obligations incurred hereunder.

THIRD: That no suit, action or proceeding by the Owner to recover on this bond
shall be sustained unless the same be commenced within twelve months from completion of
said structure or work of improvement.

FOURTH: The total amount of the Surety's liability under this bond to the Owner
and to laborers and materialmen shall in no event exceed the penalty hereof.

SIGNED AND SEALED THIS 23th day of June, 1993

BLACKLINE, INC

Glenn Brooks

Principal

INTERNATIONAL FIDELITY INSURANCE COMPANY

N/A.
Resident Agent

By

D. Russell Edwards

Attorney-in-Fact

POWER OF ATTORNEY

International Fidelity Insurance Company

CP 96609

HOME OFFICE: ONE NEWARK CENTER, 20th FLOOR

NEWARK, NEW JERSEY 07102

TEL. (201) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a N.J. Corporation, having its principal office in the City of Newark, County of Essex, State of N.J., does hereby make, constitute

and appoint D. Russell Edwards

in the City of Spokane, County of Spokane, State of WASHINGTON
with limited authority, its true and lawful Agent and Attorney-in-Fact, with full-power and authority hereby conferred, to sign, execute, acknowledge, and deliver for and on its behalf as Surety, subject to the limitation as herein set forth, any and all papers and documents necessary or incidental to

★NOT TO EXCEED THE SUM OF \$100,000.00★

The acknowledgement and execution of any such document by the said Attorney-in-Fact shall be as binding upon this Company as if such bond has been executed and acknowledged by the regularly elected officers of this Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

All authority hereby conferred shall expire and terminate without notice unless used before midnight of

DEC 31 1993

INTERNATIONAL FIDELITY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY, duly adopted and now in force, to-wit: All bonds of the Corporation shall be executed in the corporate name of the Company by the President or Vice-President, or by such other officers as the Board of Directors may authorize. The President or Vice-President, Secretary, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company. The Corporate Seal is not necessary for the validity of any bonds of the Corporation.

IN WITNESS WHEREOF, the said INTERNATIONAL FIDELITY INSURANCE COMPANY has caused these presents to be executed by its officer this 23th day of June, 19 93

INTERNATIONAL FIDELITY INSURANCE COMPANY

State of NEW JERSEY

ss.

County of ESSEX

By

Norman R. Konvitz
EXECUTIVE VICE PRESIDENT

On this 23th day of June, 19 93, before me, a Notary Public, personally

appeared NORMAN R. KONVITZ, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as Exec. Vice-President of the said INTERNATIONAL FIDELITY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

My Commission expires

MARIA H. BRANCO

A NOTARY PUBLIC OF NEW JERSEY

My Commission Expires April 3, 1993

Maria H. Branco
Notary Public

ISSUE DATE (MM/DD/YY)

06/23/93

PRODUCER

Fidelity Associates, Inc
S. 501 Bernard, 3rd Floor
P. O. Box 3144
Spokane, WA 99220

JEM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Northern Ins. Co of NY (MC)

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

INSURED

Blackline Inc.
PO Box 28807
Spokane, WA 99208

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	EPA18693375	02/17/93	02/17/94	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> STOP GAP				FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	ECA18692864	02/17/93	02/17/94	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE \$
	<input type="checkbox"/> GARAGE LIABILITY				AGGREGATE \$
	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CITY OF FOREST GROVE
PO BOX 326
FOREST GROVE, OR 97116

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

As Principal, and _____
duly authorized to transact Surety Business, in the State of Oregon, as Surety are held and
firmly bound unto the City of Forest Grove, Oregon, hereinafter called the Obligee, in the
penal sum of _____ Dollars
(\$_____). For the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, The said Principal herein has made and entered into a certain Contract, a
copy of which is attached hereto, with the City of Forest Grove, Oregon, which Contract,
together with the applicable Plans, Specifications, and Bid Proposal, is by this reference made
a part hereof, and is hereinafter referred to as the Contract.

This Performance Bond shall guarantee the improvement against defects in materials or
workmanship for a period of one (1) year from the date of written acceptance by the City of
Forest Grove.

NOW, THEREFORE, If the Principal herein shall faithfully and truly observe and
comply with the terms of the Contract, in all respects, and shall well and truly and fully do
and perform all matters and things by him undertaken to be performed under said Contract,
upon the terms set forth therein and within the time prescribed therein, and shall indemnify
and save harmless the City of Forest Grove, its officers, employees and agents, against any
direct or indirect damages of every kind and description that shall be suffered or claimed to
be suffered in connection with or arising out of the performance of the said Contract by the
said Principal or his subcontractors and to all persons supplying to the prosecution of the
work, or any part thereof, provided for in said Contract, and shall pay all contributions or
amounts due the State Industrial Accident Fund and incurred in the performance of said
Contract, and pay all sums of money withheld from the employees of said Principal and
payable to the Department of Revenue, pursuant to ORS 315.757 or 316.575, and shall
promptly as due, make payment to any persons, copartnership, association, or corporation
furnishing medical, surgical, and hospital care or attention incident to sickness or injury to the
employees of such Principal; and shall pay all other just debts, dues and demands incurred in
the performance of the said Contract and shall pay the City of Forest Grove such damages as
may accrue to the City under said Contract and shall in all respects perform said Contract

according to law, then this obligation is to be void, otherwise to remain in full force and effect.

This bond is given and received under the authority of Chapter 279, Oregon Revised Statutes, the provisions of which are hereby incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed and attested by its duly authorized attorney-in-fact and agent at:

this _____ day of _____, 19____.

By: _____
Principal

Witness of Attest:

By: _____
Attorney-In-Fact

Surety

Countersigned:

By: _____
Resident Agent

SPECIAL SPECIFICATIONS
1993 STREET SLURRY SEAL
WORK ORDER NO. 11114

1. SCOPE

This schedule consists of furnishing all labor, equipment and materials necessary for the preparation and application of an asphalt emulsion slurry seal on the existing asphalt pavement at the locations shown on the plans.

The slurry seal shall consist of a mixture of approved materials including emulsified asphalt, mineral aggregate, water and specified additives properly proportioned, mixed and uniformly spread over a prepared surface as approved by the Project Manager. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface and have a skid resistant surface texture.

The City reserves the right to add or delete specified work areas or quantities as may be necessary to maintain this contract within the Street Maintenance Budget. Such modification shall not entitle the Contractor to renegotiate unit price.

2. TIME OF COMPLETION

All work contemplated in the contract shall be completed within forty-five (45) calendar days from the Notice to Proceed.

3. TRAFFIC CONTROL

The Contractor shall provide adequate signing and flaggers to ensure work zone is properly identified in compliance with the Manual on Uniform Traffic control Devices.

The Contractor shall at no time close any intersection.

A detailed traffic control plan shall be supplied to the City at the preconstruction meeting. The plan shall include any proposed road closure or detour routes. All roads must be open to emergency traffic at all times. Cul-de-sacs and deadends shall have access restored within 4 hours.

Twenty-four (24) hours prior to starting work on any given group of streets, the Contractor is responsible for notifying the City of Forest Grove Emergency Services Dispatch (359-3260) of proposed streets to be closed to through traffic, stating time of day and the date of the street closure.

The City reserves the right to work cooperatively with the Contractor in preparing the slurry seal schedules and to make such reasonable changes as may be necessary to avoid conflict with special events.

SPECIAL SPECIFICATIONS
1993 STREET SLURRY SEAL
W.O. 11114

The Contractor shall provide such barricades as required to close the street to protect the uncured slurry from vehicular traffic. When specified, the Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic on major or feeder type of streets. Where necessary, the Contractor shall spread a thin pathway of aggregate across the fresh slurry at pedestrian crossings and street intersections as directed by the Engineer. Any damage to the uncured slurry shall be the responsibility of the Contractor.

The City shall provide the Contractor "No Parking" signs for use in posting streets in advance of slurry sealing.

These "No Parking" signs shall be mounted by the Contractor on a suitable pedestal, e.g. tripod, barricade, etc., provided by the Contractor. Signs shall be posted every 100 feet apart on both sides of the street affected by the slurry seal coating.

The Contractor shall be responsible for providing and applying paste-on or stapled notices of the days of the week parking is prohibited and the Contractors corporate title and telephone number in space provided on each "No Parking" sign.

For any given street on the slurry lists, posted parking prohibition shall be for one working day unless otherwise specifically approved by the Engineer and be placed no less than 24 hours or more than 48 hours in advance of the effective parking prohibition. Streets not completed must be rescheduled.

The City shall also provide the Contractor with door-knob notices in sufficient quantities which will further serve to advise the general public of the pending parking restrictions. These notices will also provide general information. The notices shall be left on or at the front door of each dwelling or apartment unit or tenant of commercial unit abutting any of the streets on the list. This should be done at the same time "No Parking" slurry signs are first placed in the area (minimum of 24 hours prior to start of work). Each day, prior to commencement of work, the Contractor shall verbally contact, whenever possible, to notify them of the impending work. Notification shall be given enough in advance to allow residents to move personal vehicles prior to work beginning.

At completion of all work, all "No Parking" signs shall be returned to the City by the Contractor.

4. SURFACE PREPARATION

All surfaces to be sealed shall be swept clean by the Contractor no more than 24 hours in advance of the sealing operations. Cleaning shall include the application of an approved herbicide to all vegetation sufficiently in advance of vegetation removal to prevent regrowth. Application shall be consistent with the manufacturer's specifications. The Contractor shall remove the vegetation at the time of washing and/or sweeping. In those areas where dirt and debris cannot be removed with sweeping alone, washing of the surface will be required.

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During any cleaning and/or washing process the Contractor shall take **all** precautions necessary to prevent street surface silts, debris, etc., from entering into any public or private storm drainage system, including but not limited to, catch basins, open pipes, drainage ditches and waterways. The placement or installation of preventative measures shall be in conformance with standards approved by the Engineer and the Unified Sewerage Agency of Washington County.

The Contractor shall obtain from the City, all required permits for taking of City water. All costs attributed to cleaning, including but not limited to, permits, water purchase, containment and disposal of surface silts and debris shall be considered incidental to the unit bid prices.

5. ASPHALT SLURRY SEAL

Quick-set slurry shall consist of a mixture of emulsified asphalt, mineral aggregate and water, properly proportioned, mixed and spread evenly on street surfaces as specified herein and as directed by the City. The cured slurry shall have a uniform appearance, fill all cracks, adhere firmly to the existing surface and have skid-resistant surface. The slurry shall cure so that it shall resist abrasion by slow traffic within thirty minutes after placement and be usable by all types of traffic within two hours. Mixing and spreading of emulsion-aggregate slurry shall be as described in section 9.

6. MATERIALS

A. Asphalt

The asphalt emulsion shall be cationic quick-set type, CQS-1h.

Contractor shall furnish a certified statement from the manufacturer of the emulsion giving the analysis of the base asphalt used in its manufacture.

B. Water

Water used with the slurry seal shall be from any domestic supply approved by the City. When water is obtained from City fire hydrants, the Contractor is required to obtain, install and use an approved construction water meter and pay such fees and service charges (fire hydrant permit) as are normally charged by the City.

C. Aggregate

The mineral aggregate shall be 100% crushed rock, of angular, sound durable, hard, resistant to abrasion and free from lamination, weak cleavages and undesirable weathering. It shall be of such character that it will not disintegrate from the action of air, water or the conditions to be met in handling and placing and having a specific gravity of no less than 2.60. All materials shall be clean and free from deleterious impurities, including alkali, earth, clay, and refuse. It shall have a minimum sand equivalent of 55 when tested according to ASTM test method D2419, prior to the addition of any mineral filler such as cement or lime.

7. GRADING AND QUALITY OF AGGREGATE

Percentage composition by weight of the aggregate shall conform with the following gradation prior to the addition of any mineral fillers such as cement or lime. (ISSA specification A-105 for Type II aggregate dated January, 1986.)

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100
#4	90-100
#8	65-90
#16	45-70
#30	30-50
#50	18-30
#100	10-21
#200	5-15

Composition of Mix and Rate of Application

(a) The exact amount of asphaltic emulsion and water to be blended with the aggregate will be determined by laboratory and field tests as specified in Section 5 of these specifications to meet requirements.

(b) Rate of Application - the rate of application for each pass shall average fifteen (15) pounds per square yard, but not less than eleven (11) pounds.

Aggregates

Aggregate shall meet the following test requirements:

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Hardness, AASHTO T 96	35% maximum
Soundness, AASHTO T 104	
15% using	Na SO4
20% using	Mg SO4
Oregon degradation	30% maximum
Sand equivalent, ASTM D2419	65% minimum

Smooth-textured sand of less than 1.25% water absorption shall not exceed 45% of total aggregate blend.

8. MIX DESIGN

Before commencing work, the Contractor shall furnish the Project Manager a signed original of a mix design incorporating the aggregate and asphalt materials to be used on the project and satisfying all the test requirements of ISSA Technical Bulletin A105 and ASTM D 3910. The mix design shall include the proportions of the various constituents of the mix.

9. APPLICATION

The Contractor shall have two (2) fully operational mixers for use at the project site at all times. Each unit shall have a capacity of eight (8) cubic yards.

Approved squeegees or lutes shall be used to spread slurry in areas inaccessible to the machine. Care shall be exercised to ensure the maximum rate of application with no excess, and leaving no unsightly appearance. The Contractor shall be responsible for the removal of all excess emulsion spread beyond street limits, on driveways, sidewalks, etc.

The Contractor shall be fully responsible for maintenance and cleaning up of excess aggregate materials and emulsion from stockpile sites prior to starting work at the site.

Slurry seal shall be applied only between the hours of 8 a.m. and 3 p.m. and must be able to support traffic by 5 p.m.

No slurry shall be applied when the weather forecast exceeds 50 percent probability of rainfall; when the air or pavement temperature is no higher than 45°F. and falling; or when high relative humidity would prolong the curing beyond a reasonable time. Slurry may be applied when both air and pavement temperatures are 40°F. and rising.

The surface of the pavement shall be fogged with water directly preceding the application of the slurry. The slurry mixture shall be of the designed consistency when deposited on the surface and no additional elements shall be added. Total mixing time shall not exceed four minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No rippling, lumping, balling, or unmixed aggregate fines from

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the course aggregate. If the course aggregate settles to the bottom of the mix, the slurry shall be removed from the pavement. No excessive breaking of the emulsion in the spreader box will be allowed, nor shall the condition known as "skinning over" of the slurry. No streaks such as caused by oversized aggregate will be left in the finished product. No more than 25% water can be used in the mixture without approval of the Engineer (includes water in the emulsion and mixing water). No additional water to be added after material leaves pug mill.

No excessive build-up causing unsightly appearance shall be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at joints will not exceed 2" and shall be feathered; joints between asphalt pavement and concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive slopover onto the concrete; and unsightly and objectionable excess shall be immediately removed. At street intersections at the beginning and end of work segments, the slurry shall be neatly spread or trimmed to a straight line defined by the near curb lines of the street adjacent to the work.

The rate of curing of the slurry seal shall be such that a street may be open to traffic within two (2) hours after application without tracking or damage to the surface. The street shall be opened only when approved by the Project Manager. The Contractor shall be responsible for any damage to the slurry seal due to traffic or otherwise prior to specific notice to open a particular street.

10. EQUIPMENT

All equipment, tools and machines used in the performance of this work shall be provided and maintained in satisfactory working order at all times.

The following equipment or its equivalent shall be furnished:

A. Continuous Flow Mixers

Slurry mixing equipment shall be of the "continuous flow" mixing type with calibrated controls, capable of accurately delivering a predetermined proportion of aggregate, water and asphalt emulsion to the mixing chamber, and to discharge the thoroughly-mixed product on a continuous basis. Each machine will be equipped with metering devices, easily readable, that will accurately measure all raw materials prior to entering the pug mill. Each machine shall have an automated system capable of automatically sequencing in all raw materials to ensure constant slurry mixture. The aggregate shall be pre-wetted immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients without violent agitation. It shall be equipped with a pressure water system and fog-type spray bar adequate for complete fogging of the surface immediately preceding the spreading of the slurry. It shall have sufficient storage capacity to properly mix a minimum of ten tons of slurry. The project manager may use the recorders and measuring facilities of the slurry seal unit to determine

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the application rates, asphalt emulsion content, mineral filler and additives content for an individual load.

It is the responsibility of the Contractor to check stockpile moisture content and to set the machine accordingly to account for aggregate bulking.

The aggregate gate will be equipped with a convenient device, visible from the ground and calibrated in inches to determine the gate setting of the aggregate feed.

B. Slurry Spreader

Attached to the mixing machine shall be a mechanical type single squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry and adjustable to assure a uniform spread on varying grades and crowns. It shall be steerable, adjustable in width, with a flexible strike-off. The box shall not cause grooving of the slurry by any of its parts. It shall be kept clean, and build-up of material on the spreader will not be permitted.

The type drag, linen or other textile, must be approved by the Engineer. It shall be cleaned or changed as frequently as needed or when so directed.

C. Cleaning Equipment

Power pick-up brooms, power blowers, air compressors, water flushing equipment and hand brooms shall be suitable for cleaning the surface and cracks of the old surface.

11. CALIBRATION

Prior to beginning work, the slurry mixing units shall be calibrated by the Contractor in the presence of the project manager. Containers and weighing devices necessary for calibration shall be furnished by the Contractor. Previous calibration documentation covering the same materials as specified for this project may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various setting which can be related to the machines' metering devices. No machine will be allowed to work on the project until the calibration has been completed and accepted by the project manager.

12. QUALITY CONTROL

The Contractor shall furnish a certified statement from the manufacturer of the emulsion giving the analysis of the base asphalt used in its manufacture.

The Contractor shall furnish a certified statement from the manufacturer of the aggregate that shall conform with the gradation in accordance with section 7.

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Acceptance samples of the slurry mixture shall be taken by the Contractor in the presence of the Engineer on a random basis. Five samples are required per day or one for every 200 sq. yds. of pavement, whichever is less. These samples will be tested at the Contractor's expense if the project manager deems necessary, based on the finished appearance and/or quality of quantitative measurements made during the proportioning of the slurry components while mixing and placing. Testing for emulsion content shall be done by the reflex method of AASHTO T164.

13. CLEANUP

The Contractor shall be fully responsible for maintenance and cleaning up excess aggregate materials and emulsion from street, driveway, sidewalk, curbs, manholes, water valves etc. within 48 hours after application of slurry seal.

14. MEASUREMENT

Slurry seal shall be measured by the square yards placed and accepted. Pavement preparation, clean-up and other work performed shall be considered as incidental and will be included in the unit price bid for slurry seal.

15. PROTECTION OF WORK AND MATERIALS

Stockpiling Materials: the Contractor shall be fully responsible for locating and obtaining permission to use stockpile sites. The Contractor shall make his own arrangements for its use and assume full responsibility for its rental, preparation, maintenance and cleanup in a manner satisfactory to the City and the property owner. Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt or excessive amounts of moisture; segregation of the aggregate will not be permitted. Aggregate samples will be taken from field stockpile locations, prior to any addition of mineral fillers. The addition of mineral fillers such as cement, lime or sulphates may be added during application of the slurry mixture with prior approval of the Engineer.

Emulsion Storage: the Contractor shall provide suitable storage facilities for the asphalt emulsion. Suitable heat shall be provided if necessary.

16. DUST CONTROL

The Contractor shall assume all responsibility for dust control and shall furnish labor and materials to prevent the creation of dust damage and nuisance to persons and property. Any claim resulting therefrom shall be the responsibility of the Contractor. Full payment for control of dust shall be included in the price.

17. EXISTING UTILITIES

The Contractor shall be responsible for verifying utility locations in the field and taking necessary precautions to protect all existing utilities.

18. DRIVEWAYS

The Contractor shall minimize the amount of time any driveway is closed. No driveways or approaches will be closed overnight. The Contractor shall notify residents of the time and duration driveways will be closed prior to closing them.

19. AIR POLLUTION CONTROL

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended.

20. PRE-CONSTRUCTION CONFERENCE

After the execution of the contract, but prior to the commencement of any work, a pre-construction conference between the Contractor and the City will be held at a mutually acceptable time and place. The Contractor shall be represented by a principal of the firm and the superintendent for the project.

Contractors Construction Schedule: The Contractor shall provide a detailed written schedule of his work program in a form acceptable to the project manager. The schedule shall indicate the Contractor's planned progress in daily increments. The Contractor shall maintain the schedule to reflect current work status throughout the contract.

The construction schedule shall address access closures and detours, work to be coordinated with utility companies, work to be accomplished by others, and work to be accomplished by subcontractors. The Contractor shall adhere diligently to said written schedule in the prosecution of the work. The Contractor shall furnish a written schedule to the project manager for his review and approval at the pre-construction meeting.

Rescheduling: Should rescheduling become necessary, no work shall be done until the Contractor and the City agree on a revised schedule. The Contractor shall consider City concerns when unforeseen circumstances might arise that necessitate rescheduling.

21. MEASUREMENT AND PAYMENT

Slurry seal shall be measured on the basis of the number of square yards of mixed aggregate and emulsion actually applied on field measurements. No separate payment shall be made for additives used by the Contractor as mineral fillers, retarders, or accelerators.

Payment shall be on the basis of square yards actually covered.

