

ORDINANCE NO. 1144

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH BLACKLINE, INC., OF VANCOUVER, WASHINGTON FOR SEAL COATING OF APPROXIMATELY 45,607 SQUARE YARDS OF STREET ASPHALT WITHIN THE CITY OF CANBY; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canby wishes to seal coat approximately 45,607 square yards of asphalt covered streets within the City of Canby; and

WHEREAS, the contract will be made in compliance with ORS 279.015 (1)(g) utilizing an existing solicitation for the City of Gresham, Oregon under Contract No. 502004; and

WHEREAS, in accordance with ORS 279.015 (1)(g), the City of Canby finds that the original contract met the requirements of ORS chapter 279, the contract allows other public agencies to use the solicitation and the City of Gresham concurs with the use of the solicitation; and

WHEREAS, Blackline, Inc., of Vancouver, Washington wishes to provide the seal coating service for the City of Canby utilizing the same solicitation and unit pricing as offered to the City of Gresham under Contract No. 502004, which is \$.93 per square yard of street surface; now therefore

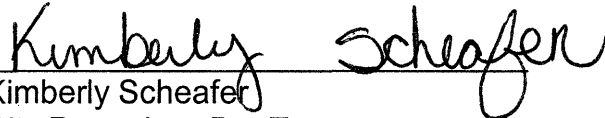
THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. The Mayor and City Administrator are hereby authorized and directed to make, execute and declare in the name of the City of Canby and on its behalf, an appropriate contract with Blackline, Inc., of Vancouver, Washington to provide approximately 45,607 square yards of seal coating of asphalt streets within the City of Canby at the unit price of \$.93 per square yard of street surface for a total of \$42, 414.00.

Section 2. Emergency Declared.

It being necessary for the health, safety and general welfare of the citizens of Canby, that this project be completed as soon as possible, an emergency is hereby declared to exist and this ordinance shall take effect immediately upon its enactment after final reading.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, May 19, 2004 and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 2, 2004, commencing at the hour of 7:30 P.M. in the Council Meeting Chambers at Canby City hall in Canby, Oregon.

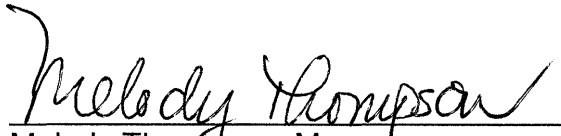


Kimberly Scheafer
City Recorder - Pro Tem

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of June, 2004, by the following vote:

YEAS 5

NAYS 0



Melody Thompson, Mayor

ATTEST:



Kimberly Scheafer, City Recorder - Pro Tem

2004/2005 Street Surfacing,
Type II & Type III, Slurry Seal,
Project No. 502004

PROPOSAL AND SCHEDULE OF PRICES

TO FURNISH ALL PERMITS, MATERIALS, LABOR, TOOLS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF GRESHAM, MULTNOMAH COUNTY, OREGON, AS STATED IN THE COMPLETED SCHEDULE OF PRICES, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF GRESHAM, DEPARTMENT OF ENVIRONMENTAL SERVICES, 1333 NW EASTMAN PARKWAY, GRESHAM, OREGON 97030.

NAME OF BIDDER Blackline, Inc.
CONTACT Guy Lorenzen/Glenn Brooks
ADDRESS PMB 196, 13023 NE Hwy 99, #7
CITY Vancouver STATE WA ZIP 98686
TELEPHONE NO. 360-225-1080
FAX NO. 360-225-6472
EMAIL ADDRESS Blackline10@AOL.Com

To the Honorable Mayor and City Council
1333 NW Eastman Parkway
Gresham, Oregon 97030-3813

This proposal is submitted as an offer by the undersigned to enter into a contract with the City of Gresham (Owner) for furnishings all permits, materials, labor, tools, equipment and services of all kinds required for the construction of this Project for the City of Gresham, Oregon, as shown in the contract documents on file at the Department of Environmental Services, 1333 NW Eastman Parkway, Gresham, Oregon, and which are a condition of this proposal as though they were attached. This offer is conditional on the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of Gresham to the terms and prices herein submitted.

1. All of the contract documents, plans, specifications, and drawings have been examined by the undersigned and their terms and conditions are hereby accepted.
2. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they shall have the same force and effect as though they were attached and they shall be accepted as part of the contract when issued.

13. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to complete this Project by the date stated below.
14. Bidder has been prequalified as required by GRC 2.80.480.
15. Bidder is registered with the Oregon Construction Contractors Board and the bidder's registration number is stated below.
16. In determining the lowest responsible bidder, Owner shall, for the purpose of awarding the contract, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon.
17. The bidder acknowledges that the Addendum(s) listed below have been received and considered as part of the submittal of this Proposal and Schedule of Prices.

ADDENDUM NUMBER 0 THROUGH 0 HAVE BEEN RECEIVED

18. Bidder information and signature.

Blackline, Inc.
NAME OF BIDDER

BIDDER IS A RESIDENT OF THE STATE OF Washington
(See ORS 279.029)

CONSTRUCTION CONTRACTORS BOARD LICENSE NO. 66384

Allen Brooks
SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

President/Vice President
OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

4/23/04
DATE BID IS SIGNED

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	TOTAL UNITS	BIDDING UNITS	UNIT PRICE	ITEM TOTAL
1	Mobilization	1	Lump Sum	\$ _____	\$ 1,400.00
2	Temporary Traffic Control (includes "No Parking" signs)	1	Lump Sum	\$ _____	\$ 13,500.00
3	Type II, Slurry Seal – furnish & apply	1147.6	Ton	\$ 130.50	\$149,761.80
4	Type III, Slurry Seal – furnish & apply	693	Ton	\$ 87.00	\$ 60,291.00
5	Clean-up	1	Lump Sum	\$ _____	\$ 700.00

The following base bid of:

Two hundred and twenty-five thousand and six hundred and fifty-two dollars, eighty Dollars (\$ 225,652.80)

is proposed for this project as described in the Contract Documents.

Work is to commence after June 30, 2004 and to be completed no later than August 29, 2004

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

2004/2005 Crack Seal, Project No. 502004

Person designated to receive form: Dennis Hughes Phone #: 503-618-2987

BID CLOSING DATE: April 26, 2004 TIME: 3:00 AM PM

If the bid is more than \$100,000 this form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two (2) working hours after the advertised bid closing time.

List below the Name, Dollar Value and Category of Work of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the dollar value of the subcontract and the category of work that the subcontractor will be performing. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED).

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
N/A		

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award. THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

Deliver form to: **Dennis Hughes**
Project Manager
Department of Environmental Services
1333 NW Eastman Parkway, Gresham, OR 97030

Form Submitted By (Bidder Name): Blackline, Inc.

Contact Name: Guy Lorenzen/Glenn Brooks Phone #: 360-225-1080

CAPITAL IMPROVEMENT PROJECT AGREEMENT

Contract No. 1940

THIS AGREEMENT is made and entered into on the last date set forth below, by and between the City of Gresham, 1333 N.W. Eastman Parkway, Gresham, Oregon 97030, hereinafter called the "OWNER" and

Blackline Inc.

(Official name, form of organization & address of contractor, if partnership, name of partners)

hereinafter called "CONTRACTOR."

Pursuant to a published Notice to Contractors, Contractor filed with Owner a Proposal containing an offer to perform the work described below and Owner has determined that the Contractor is the lowest responsible bidder.

IT IS AGREED:

First: Contractor shall comply with the requirements of the contract documents for:

2004/2005 Street Surfacing, Type II & Type III, Slurry Seal, Project No. 502004

(Official title of the Project)

Second: In consideration of Contractor's compliance with this Agreement, Owner shall pay to Contractor, at the times and in the manner provided by this Agreement, the total sum of:

Two Hundred Twenty Five Thousand Six Hundred Fifty-Two Dollars and 80/100 (\$225,652.80)

(The basic Contract price, both in words and figures)

which sum is subject to increase or decrease as the quantities named in the Proposal are changed as provided in this Agreement.

Third: The work shall be completed by:

August 29, 2004

(The number of days, the limiting date or other provisions which are consistent with the proposal)

Fourth: The contract documents which are made a part of this Agreement by actual attachment or by this reference are:

1. The Notice to Contractors, being the invitation to submit a Proposal,
2. The specifications (bid documents) for the project named above by title,
3. The detailed plans listed and described in the specifications, together with those which may be issued as supplements thereof,
4. The City of Gresham *Public Works Standards*, current edition, unless specified otherwise in the contract documents, and
5. The Proposal of the Contractor which was submitted on April 26, 2004.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): Blackline, Inc.
Contact Name: Glenn Brooks Phone: 360-225-1080 Fax: 360-225-6472
Address: PMB 196, 13023 NE Hwy 99, #7 Vancouver, WA 98686
Social Security #: 337-36-7763 Gresham Business License # 21632
Federal Tax ID #: 91-1357581 State Tax ID #: BlackI*135CP
Construction Contractors Board #: 66384
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that documents referred to above are an integral part of this contract and agree to perform the work described in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor: Glenn Brooks vice president May 21, 2004
Signature/Title Date

NOTICE TO CONTRACTOR: This contract does not bind the City of Gresham unless and until it has been executed by the City Manager or designee.

CITY OF GRESHAM SIGNATURE

Approved: Robert F. [Signature] 6/7/04
City Manager or Designee Date
Approved: Dani [Signature] 5/27/04
Project Manager Date
Reviewed: David R. [Signature] 6/1/04
City Attorney or Designee Date

PERFORMANCE AND PAYMENT BOND

The City of Gresham does not provide a form for a Performance and Payment Bond. Please contact your insurance or bonding agent to arrange for this bond. The bond form is subject to approval by the City.



Performance Bond

For the CBIC branch
nearest you, call toll free:
(888) 283-2242
(888) 293-2242 FAX

Bond Number: FB7148

Premium:

KNOW ALL BY THESE PRESENTS, That we, BLACKLINE INC
called the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, a Washington
corporation, called the Surety, are held and firmly bound unto CITY OF GRESHAM
called the Obligee, in the sum of TWO HUNDRED TWENTY FIVE THOUSAND
SIX HUNDRED FIFTY TWO AND 80/100
Dollars (\$ 228,652.80**) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated _____, for
2004/2005 SLURRY SEAL PROJECT # 502004
("Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall perform the construction work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

Whenever Principal shall be, and be declared by Obligee to be in default for failing to perform the construction work under the Contract, the Obligee having performed Obligee's obligations thereunder, Surety shall within a reasonable time:

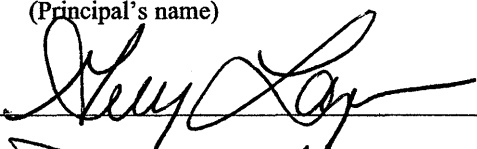
1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the construction work to be done under the Contract; or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the construction work to be done under the Contract, arrange for a contract to be prepared for execution by the Obligee and the contractor, to be secured with performance and payment bonds executed by a qualified surety; or
3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor.
4. The Contract balance, as defined below, shall be credited against the reasonable cost of completing the construction work to be performed under the Contract. If completed by the Obligee pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety completes the work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the construction work to be done under the Contract and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that the Surety's outlays exceed the Contract balance paid to Surety by Obligee, the Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and the Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to the Principal under the Contract. The term "construction work" as used herein shall mean the providing by the Principal of all labor and/or material necessary to complete the Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Surety shall not be liable to the Obligee for obligations of the Principal that are unrelated to the performance of the construction work under the Contract, and the Contract balance shall not be reduced or set off on account of any such unrelated obligations, nor for any related obligations that would not be covered under this bond.
5. Any suit by the Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the work, or (b) one year after the Principal ceased performing the construction work under the Contract. If this bond is provided to comply with public works bond statutes in the location where the construction work is being performed, and the public works bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the public works bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not be liable for any liability of the Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person other than the named Obligee.
8. If this bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed and sealed this 24TH day of MAY, 2004.

BLACKLINE INC

(Principal's name)

By: 

Its: President

CONTRACTORS BONDING AND
INSURANCE COMPANY

By: 
CATHIE HAMLIN, Attorney-in-fact



Payment Bond
(Public Work)

For the CBIC branch nearest you, call toll free:
(888) 283-2242
(888) 293-2242 FAX

Bond Number: FB7148 Premium:

KNOW ALL BY THESE PRESENTS, That we, BLACKLINE INC, called the Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, a Washington corporation, called the Surety, are held and firmly bound unto CITY OF GRESHAM, called the Obligee, in the sum of TWO HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED FIFTY TWO AND 80/100 Dollars (\$225,652.80**) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated 2004/2005 SLURRY SEAL PROJECT # 502004 ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used, consumed or incorporated in the performance of the construction work to be performed under the Contract, when this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

- 1. A Claimant is defined as one other than the Obligee having a contract with the Principal or with a direct subcontractor of the Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of the Principal shall have a right of action on this bond only if said Claimant notifies the Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
a. After the expiration of the earlier of: (1) one year after the day on which the Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state; and
b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. The Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.
5. If this bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed and sealed this 24TH day of MAY, 2004.

BLACKLINE INC
Principal

CONTRACTORS BONDING AND INSURANCE COMPANY
CATHIE HAMLIN, Attorney-in-fact



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: JULY 31ST, 2004

Number: 903283

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: CATHIE HAMLIN, TIM BRINSON, SHARON R WORK, SHEILA SCHMIDT, GERALDINE L. MCNEE, JANICE I. SHUEY, JANET M. FENTON and KATHY E. ANDERSON its true and lawful Attorney(s)-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: (1) any and all bonds and undertakings of suretyship given for any purpose, 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; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

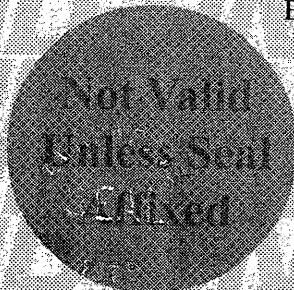
Bond Number FB 7148

Signed and sealed this 21th day of May 2004

Robert K. Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.06-US010703





BID BOND
(Public Work)

For the CBIC branch
nearest you, call toll free:
(888) 283-2242
(888) 293-2242 FAX

Premium:

KNOWN ALL BY THESE PRESENTS, That we, BLACKLINE INC
_____, as Principal, and CONTRACTORS BONDING AND
INSURANCE COMPANY, Surety, are held and firmly bound unto CITY OF GRESHAM
_____, Obligee, in the sum of _____
TEN PERCENT (10%) OF BID _____ Dollars (\$ 10% OF BID _____) for the
payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for
SLURRY SEAL

_____ ("Project").

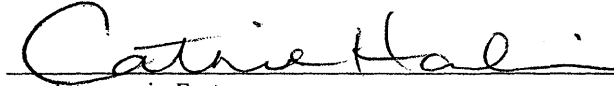
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with
the Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Obligee the difference between the
amount of the Principal's bid and the amount for which the Obligee shall in good faith contract with another person or entity to
perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of
his bond.

Signed and sealed this 16TH day of APRIL, 2004.

BLACKLINE INC _____ (Seal)

Principal
By: 

CONTRACTORS BONDING AND
INSURANCE COMPANY

By: 

Attorney-in-Fact
CATHIE HAMLIN



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: JULY 31ST, 2004

Number 903257

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: CATHIE HAMLIN, TIM BRINSON, SHARON R WORK, SHEILA SCHMIDT, GERALDINE L. MCNEE, JANICE I. SHUEY, JANET M. FENTON and KATHY E. ANDERSON its true and lawful Attorney(s)-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: (1) any and all bonds and undertakings of suretyship given for any purpose, 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; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

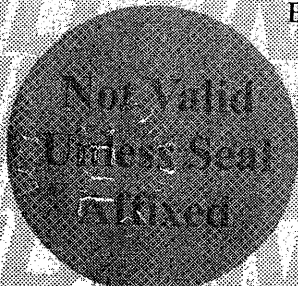
Bond Number Bid Bond

Signed and sealed this 16th day of April 2004

Robert K. Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.06-US010703



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2004

PHONE (509)325-3024 FAX (509)325-1803
 Gresham, O'Neill, Corkery & Jones, Inc.
 206 N Lincoln, Suite #200
 Spokane, WA 99201

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.

INSURED **Blackline Inc**
 PO Box 28807
 Spokane, WA 99208

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American States Insurance Co	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional <input checked="" type="checkbox"/> Insured CG76351001 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	01CG3014222	02/17/2004	02/17/2005	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CG3014222	02/17/2004	02/17/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	01CG3014222 WASHINGTON STOP GAP	02/17/2004	02/17/2005	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
2004/2005 SLURRY SEAL PROJECT #502004

CITY OF GRESHAM ENGINEER & THEIR OFFICERS AGENTS EMPLOYEES ARE NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE ABOVE PROJECT AS SHOWN ABOVE AND ATTACHED.

CERTIFICATE HOLDER

CITY OF GRESHAM
ENVIRONMENTAL SERVICES
 1333 NW EASTMAN PARKWAY
 GRESHAM, OR 97030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim Warner/CLH



DID UNAUTHORIZED COPY



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: JULY 31ST, 2004

Number 903257

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: CATHIE HAMLIN, TIM BRINSON, SHARON R WORK, SHEILA SCHMIDT, GERALDINE L. MCNEE, JANICE I. SHUEY, JANET M. FENTON and KATHY E. ANDERSON its true and lawful Attorney(s)-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: (1) any and all bonds and undertakings of suretyship given for any purpose, 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; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number

Bid Bond

Signed and sealed this

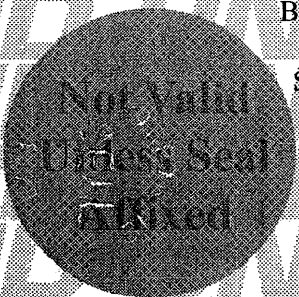
16th day of *April* 2004

[Signature]

Robert K. Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoALPOA.06-US010701





CONTRACT RETENTION PREFERENCE FORM

For: CONTRACTOR _____

PROJECT 2004/2005 Crack Seal Project No. 502004

TO THE CONTRACTOR:

According to Oregon Statutes, Contractors may earn interest on public contract retention monies or may choose alternatives to retention itself. The Gresham City Council, acting as the Gresham Public Contract Review Board, has adopted a policy paralleling the Oregon Contract Review Board's policy. Each Contractor must choose one of the following methods of handling retention:

- 1. The City will hold all retention in the City's bank account and will disburse the money directly to the Contractor upon final acceptance of the project.
- 2. The City will establish and maintain a passbook account in the City's bank in the City's name, bearing the current interest rate. The City will deposit retention upon each progress payment, and all interest earned will be in favor of the Contractor. No monies will be released from this account until final acceptance of the project.*
- 3. The Contractor will deposit securities that are negotiable by the City with a bank or trust company, to be held in lieu of any retention. The face value of these negotiable properties will equal or exceed the anticipated total amount of retention if option 1 or 2 were chosen. This deposit must be made before any progress payments will be made on the contract. All securities deposited will be returned to the Contractor upon final acceptance of this contract.*

*Please inquire for Administrative Fee charges.

The choice shall remain in effect for the life of the project, unless otherwise approved by the Public Contract Review Board. Please indicate your choice by making one of the boxes above, and have an authorized representative sign below.

Signed _____

Glenn Brooks

Date _____

May 21, 2004

NOTICE TO CONTRACTORS

2004/2005 Street Surfacing, Type II & Type III, Slurry Seal , Project No. 502004

Sealed bids for the *2004/2005 Street Surfacing, Type II & Type III, Slurry Seal , Project No. 502004* will be received by *John Harris, Transportation Operations Supervisor*, Department of Environmental Services at Gresham City Hall, 1333 N.W. Eastman Parkway, *Environmental Services, Room 1*, Gresham, Oregon 97030, until *Monday, April 26, 2004, 3:00 p.m.*, local time. The bids will be publicly opened at that date, time and place.

The character of the work is *application of slurry seal*. The major quantities involved are:

<i>Quantity</i>	<i>Measurement</i>	<i>Item</i>
1279.8 (approximate)	Tons	Type II, Slurry Seal
693 (approximate)	Tons	Type III, Slurry Seal

Questions concerning this project should be addressed to *Dennis Hughes*, Project Manager, *503.618.2987* (office) and/or *503.849.6735* (mobile).

Contract Documents may be reviewed at the office of the Department of Environmental Services at the Gresham City Hall. Copies may be obtained from the Department of Environmental Services by paying a non-refundable fee of \$25 for each set of Contract Documents requested. If ordered by mail, add a \$5 processing and mailing charge. Prior to obtaining Contract Documents, potential bidders must have purchased the current edition of the City of Gresham Public Works Standards as shown by the records of the Department of Environmental Services.

Bidders must prequalify with the City of Gresham by *April 26, 2004* for *slurry seal application*.

This project is for a public work and is subject to ORS 279.348 to 279.380, the Oregon Prevailing Wage Law.

All proposals must be submitted on the forms furnished by the City of Gresham, mailed or delivered to the Department of Environmental Services, City of Gresham, in a sealed envelope plainly marked, "SEALED BID for the *2004/2005 Street Surfacing, Type II & Type III, Slurry Seal , Project No. 502004*, bearing the name and address of the bidder. The bid must be accompanied by a certified check, cashier's check or bid bond in an amount not less than ten percent (10%) of the total bid.

The City of Gresham requires all Contractors to comply with equal opportunity policies. The City's programs, services, employment opportunities, volunteer positions and contracts are open to all persons without regards to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

April 6, 2004
CITY OF GRESHAM

**2004/2005 Street Surfacing,
Type II & Type III, Slurry Seal,
Project No. 502004**

**PART II - SPECIAL PROVISIONS
Table of Contents**

Section	Description	Page
SP-01	Liquidated Damages	1
SP-02	Authority of Special Provisions	1
SP-03	Time of Completion	1
SP-04	Quantities.....	1
SP-05	Area of Work.....	1
SP-06	Coordination with other Contractors	2
SP-07	Business License.....	2
SP-08	General Noise Mitigation	2
SP-09	Overtime.....	2
SP-10	Bonding and Insurance.....	2
SP-11	Workers' Compensation Insurance.....	3
SP-12	Minimum Wage Rates on Public Works Contracts.....	3
SP-13	Assignment of Antitrust Rights Clause.....	3
SP-14	Cooperative Purchasing	4
SP-15	Pre-construction Conference	5
SP-16	Site Investigation and Physical Data.....	5
SP-17	Contractor's Construction Schedule	5
SP-18	Notifications	6
SP-19	Temporary Traffic Control and Public Convenience.....	8
SP-20	No Parking/Construction Signs	9
SP-21	Stockpile of Aggregates	9
SP-22	Sampling and Testing.....	9
SP-23	Water.....	10
SP-24	Surface Preparation.....	10
SP-25	Rolling.....	10

Amended: Section 107.09 – Compliance with Oregon Revised Statutes – Chapter 279 (Public Contracts)

**2004/2005 Street Surfacing,
Type II & Type III, Slurry Seal,
Project No. 502004**

PART II - SPECIAL PROVISIONS

SP-01 LIQUIDATED DAMAGES

Pursuant to Section 108.08, the genuine pre-estimation of the damages expected because of a delay in the completion of this project is \$100 per day.

SP-02 AUTHORITY OF SPECIAL PROVISIONS

The Special Provisions as herein contained are intended to supplement or clarify the contract documents. Where conflict exists between these Special Provisions and the contract documents, the Special Provisions take precedence and shall govern.

In addition to the specifications and requirements within the City of Gresham "Public Works Standards" (latest revision) and the other parts of this Contract Document, the contract shall conform to the specifications of the ISSA - International Slurry Surfacing Association, publication A105.

SP-03 TIME OF COMPLETION

Work is to commence after June 30, 2004 and to be completed no later than August 29, 2004.

SP-04 QUANTITIES

All Slurry Seal for this project shall be described in Part IV, Slurry Seal Technical Specifications, within these contract documents.

- Type II Slurry Seal: 1279.8 tons
- Type III Slurry Seal: 693 tons

The quantities set forth in this contract are only approximate and the right is reserved by the Owner to make such increases or decreases in the quantities as may be necessary to satisfactorily complete the work plans of the Owner as allowed by current budget allowances.

SP-05 AREA OF WORK

The areas upon which the work is to be performed are identified in Street Lists and Maps, within these contract documents.

All additional property and access thereto required by the contractor for temporary construction facilities or storage of materials and equipment are the responsibility of the Contractor.

SP-06 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall conduct his operations so as to interfere as little as possible with other contractors, subcontractors or the Owner on or near the work. It is expressly understood that the Owner has the right to and may award other contracts in connection with the work, so long as it does not interfere with the work under this contract.

Where one contractor's operations are within the limits or adjoin the operations of another contractor, each shall be responsible to the other for any damage, injury, loss or expense which may be suffered on the account of the interference of operations, neglect or failure to finish the work at the proper time or of any other cause.

SP-07 BUSINESS LICENSE

The Contractor and his subcontractors shall obtain a City of Gresham business license prior to beginning any work within the City of Gresham.

SP-08 GENERAL NOISE MITIGATION

The Contractor is made aware of an existing subsection of the "City of Gresham Code" regulating noise. This subsection is 7.20 of the Code and is titled, "Gresham Noise Control". By this reference, the Contractor shall be familiar with this code.

SP-09 OVERTIME

Contractor shall pay the City Inspectors'/Technicians' salaries, including fringe benefits, at 1.5 times the regular rate of pay for all overtime work on project done at times other than 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise approved by the Engineer. Reference is hereby made to Section 107.11 of the General Requirements (Division One) of the *Public Works Standards* (latest revision).

Exception: The block of streets located in the downtown area will be slurried on Sunday. The Contractor will not be required to pay the additional overtime rate for these days.

SP-10 BONDING AND INSURANCE

The Contractor shall comply with the requirements of 103.06 and 103.07 of the General Requirements (Division One) of the *Public Works Standards* (latest revision). Additionally, any insurance or bonding requirements not so specified in the specifications, but which are required by the State of Oregon, Multnomah County or the City of Gresham for the scope of this project, shall be provided by the Contractor.

SP-11 WORKERS' COMPENSATION INSURANCE

The Contractor shall be responsible for seeing that all persons performing any work or service under this contract, including the Contractor himself, his business partner, corporate officers, and the Contractor's partners, and officers' relatives and family members are covered by Workers' Compensation Insurance. Reference is hereby made to Section 107.06 and 107.09 of the General Requirements (Division One) of the *Public Works Standards* (latest revision).

SP-12 MINIMUM WAGE RATES ON PUBLIC WORKS CONTRACTS

The Contractor shall comply fully with the latest revision to the Prevailing Wage Rates established by the Bureau of Labor and Industries for the State of Oregon and Section 107.09 of the General Requirements (Division One) of the *Public Works Standards* (latest revision). Additionally, the Contractor, or his surety, and each subcontractor, or his surety, shall file a written statement with the Owner on the prescribed forms as indicated herein, certifying the hourly rate of wage paid each classification of workmen employed on this project. These certifications shall be filed with the Owner at each of the following times:

- A. Submit completed form once within 15 days of the date the first work began on the project, **and**
- B. Once before the agency makes its final inspection of the project.

In addition, a complete weekly payroll for the week immediately preceding the submission must be submitted as follows:

- 1. For projects of less than 90 days, two times, once before the first payment is made to the Contractor by the public agency; **and**

Once before the final payment is made to the Contractor by the public agency.

Payroll and certified statement forms are available at any office of the Bureau of Labor and Industries. The forms must be submitted to the public agency and the Wage and Hour Division of the Bureau of Labor and Industries. The Contractor must keep the payroll and certified statements for three years.

SP-13 ASSIGNMENT OF ANTITRUST RIGHTS CLAUSE

By entering into a contract, the Contractor, for consideration paid to the contractor under the contract, does irrevocably assign to the City of Gresham (Owner) any claim for relief or cause of action which the contractor now has or which may accrue to the Contractor in the future, including, at the Owner's option, the right to control any such litigation on such claim for relief or cause of action, by reason of any violation of 15 USC 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the Contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the Contractor's obligations under this contract.

In the event the Contractor hires subcontractors to perform any of the Contractor's duties under the contract, the Contractor shall require the subcontractor to irrevocably assign to the Owner, as a third party beneficiary, any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC 1-15, ORS 646.725 or ORS 646.730, including, at the Owner's option, the rights to control any litigation arising thereunder, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the Contractor in pursuance of the completion of the contract.

In connection with this assignment, it is an express obligation of the Contractor that it will take no action, which will in any way diminish the value of the rights conveyed or assigned hereunder to the Owner. It is an express obligation of the Contractor to advise the Gresham City Attorney:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action; **and**
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person(s), of the pendency of such action; **and**
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the Owner.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the Contractor, it shall promptly pay over to the Owner its proportionate share thereof, if any, assigned to the Owner hereunder.

SP-14 COOPERATIVE PURCHASING

- A. Any publicly funded city, county, district, agency or similar entity shall have the authority to purchase specified goods/services directly from the contractor under the terms and conditions of this contract.
- B. The bidder agrees to extend identical pricing to local public agencies for the same terms. Quantities listed in this document reflect the City of Gresham's estimated usage only.
- C. Each contracting agency will execute a separate contract with the successful bidder for its requirements.
- D. Any bidder, by written notification at the time of the bid due date and time, may decline to extend the prices and terms of this bid to any, and/or all other public agencies.
- E. Additional costs may be incurred by the successful bidder in contracting with another public agency. All demonstrable costs (shipping, etc.) may be passed on to that public agency.

F. Contractor shall provide information regarding total usage of contract upon request of the City of Gresham.

SP-15 PRE-CONSTRUCTION CONFERENCE

Prior to commencement of work, a pre-construction conference will be held at the City of Gresham, Department of Environmental Services Operations, 2123 SE Hogan Rd, Gresham Oregon. The Contractor shall designate an authorized representative to act on behalf of the Contractor in and be present at the pre-construction conference in accordance with Section 108.08 of the General Requirements (Division One) of the *Public Works Standards* (latest revision).

Items to be discussed will include, but not be limited to the following:

- Contractor Notification Schedule & Requirements
- Contractor Construction Schedule
- Material Sources & Subsequent Sampling & Testing
- Measurements & Payments
- Notices
- Stockpile Sites
- Traffic Control Plan

SP-16 SITE INVESTIGATION AND PHYSICAL DATA

The Contractor acknowledges that he/she is satisfied as to the nature and location of the work, the various street surface conditions to be encountered and the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, surface water, storm drainage system, access to the site and coordination with the City.

Information and data furnished or referred to herein is furnished for information only. It is the responsibility of the Contractor to acquaint himself with the available information. Failure to accurately assess the difficulty or costs involved any consequent conclusions or interpretations are the sole responsibility of the Contractor.

SP-17 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor shall provide a detailed, written schedule of his work sequence in a form acceptable to the Owner review and approval at the pre-construction conference. The schedule shall indicate the Contractor's planned progress in daily increments. The Contractor shall maintain and update the schedule to reflect current work status throughout the contract. It shall provide work sequence information and shall be subject to weather and other outside considerations. This schedule may be letter or chart form.

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.

Those streets or areas that cannot be surfaced on their scheduled day will be moved to the very end of the planned schedule so as to maintain the planned order on the remainder of the schedule.

Should rescheduling become necessary and unforeseen problems arise, the Owner reserves the right to stop work until the City and the Contractor agree on a revised schedule.

The block of streets located in the downtown area will be slurried on Sunday.

The Contractor shall cooperate with concerns of the City when unforeseen circumstances might arise and the necessitate rescheduling.

SP-18 NOTIFICATIONS

It is the intention of the City of Gresham to have the general public fully informed about any construction projects that could affect their activities and daily commutes therefore, notices (herein referred to as "Final Notice") shall be distributed by the Contractor 24 hours in advance of the commencement of work. The Final Notice will provide the following:

- General information about the project
- Contractor's company name and telephone number
- The City's logo
- Appropriate phone numbers for the public to contact for questions and/or additional information
- A schedule of the project with the date and times listed
- An explanation of the impact that the construction will have on street usage (e.g., no parking, street closures, detours, etc.)
- Alternate routes to all properties abutting the project street with specific instructions to those properties that the primary access/outlet is located on the project street.

The schedule and other pertinent information shall be submitted by the Contractor to the City for review and approval at the pre-construction conference. With this information the City will produce and supply the notices to the Contractor.

Every effort shall be made to attach the Final Notice to the front door of every dwelling. Notices are not to be left in or on mailboxes. Each unit or tenant of any apartment building(s), office(s), commercial unit or any other structure that may have multiple tenants shall receive a notice. All properties that have a primary outlet/access to the scheduled street shall receive a notice. Final Notices shall not be posted for more than 24 hours and shall be removed by the Contractor immediately upon completion of construction.

Distribution of the Final Notice should be done at the same time the No Parking signs are first placed in the area.

In the event that the work cannot be completed as scheduled, it shall be the responsibility of the Contractor to re-notify the affected property owners of the change in the work schedule as soon as it is known that their street cannot be completed as scheduled. At this time property owners shall be informed of the anticipated time or date for rescheduling. This shall be done in a prompt and courteous manner. A follow-up final notice (maximum 24 hours before the start of construction) will again be required for the affected properties of the rescheduled streets.

The City, through public newspapers and direct mailing, will administer an "Advance" notice 10 days prior to the work commencing.

In order to minimize possible conflict and/or interference with the slurry seal project and projects of others, the Contractor shall notify the following agencies a minimum of 24 hours prior to the commencement of construction on any street affected by the work.

In the event the Contractor receives questions regarding revised school bus routes or stops, garbage pick-up times and/or U.S. mail, the Contractor shall give to the residents the respective agencies' phone numbers and other pertinent information.

AGENCIES	PHONE	FAX
City of Gresham	503 618-2967	503 667-6869
Multnomah County	503-988-5050	503 248-3321
Oregon Department of Transportation	503-668-6715	
United Parcel Service	1-800-742-5877	
U.S. Postal Service	1-800-275-8777	
Gresham (97080-97030)	503-665-3115	503 669-5616
Parkrose (97230)	503-251-1670	503 255-7338
Cherry Blossom (97233)	503-408-0281	503 253-4172
Lents (97236)	503-774-3009	503 775-8759
First Student (school bus services) (Dave Sester)	503-665-8193	503 492-0901
Northwest Natural Gas (Dale Steininger)	503-789-6651	503 273-4822
Portland General Electric (Howard Joham)	503-736-5450	503 669-5229
Verizon (Scott Rowhauin)	503-665-8755, 936-2301	503 661-7925
AT&T Broadband (Larry Foster)	503-963-5044	503 667-4706
Rockwood Water (Mike Baker)	503-665-4179	503 667-5108
Garbage Haulers*		
American Sanitary Service	503-665-8476	503 669-9307
Gresham Sanitary Service	503-665-2424	503 666-0917
Mt. View Sanitary Service	503-663-6240	503 663-7072
Rockwood Solid Waste	503-666-3488	503 669-3735
Waste Management (Tom Maier)	503-331-2215	503 285-3987

*A map of the garbage haulers is included in these contract documents.

In case of an emergency, dial 911. For other business (i.e., rescheduling, etc.):	
AGENCY	PHONE
Gresham Fire & Emergency Services Department	503 618-2355
Gresham Police Department	503 618-2318
Multnomah County Sheriff	503 255-3600
American Medical Response	503 231-6300

SP-19 TEMPORARY TRAFFIC CONTROL AND PUBLIC CONVENIENCE

The Contractor shall provide, maintain, position, replace or remove traffic control devices and flaggers when needed for lane channelization and traffic control. All traffic control devices shall conform to the latest revised edition of the *Manual of Uniform Traffic Control Devices*, and shall meet the approval of the Owner prior to placement.

When practical, the intent is to close specific areas during the course of the work and for a period thereafter until the Contractor and Owner determine that traffic may utilize the new surface. It should be noted, however, that due to reasons of public convenience, safety and otherwise, it may not always be permissible to completely close any given street. 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 Owner. Repair of any damage to the uncured surface shall be the responsibility of the Contractor.

It shall be the responsibility of the Contractor to post/re-post on a daily basis the notifications and signs as required for road closures, detour routes designations and changes in the work schedule. The Contractor shall remove all barricades and signs promptly when it is determined that the area may be reopened to traffic. No area shall be sealed so as to require closing past 5:00 p.m. without approval of the Owner. The Contractor shall schedule work so that the residents of limited access (e.g., apartment approaches, dead end side streets, etc.) are not continuously isolated for more than 4 hours.

A written plan detailing proposed barricades, signs, flaggers and other traffic control devices necessary to ensure the safety and convenience of the public and his employees and to protect the work, shall be submitted by the Contractor to the Owner at the pre-construction conference and shall meet approval of the Owner prior to commencement of work.

As these requirements provide, the Contractor will be concerned with at least the following factors in restricting or excluding normal traffic flow:

- Notification of work to all agencies outlined
- Notifications to affected properties
- Emergency vehicle access
- Approved traffic control plan, detour plan and/or channelization plans for each phase
- Sufficiency of approved traffic control devices and personnel
- Permissible hours of application and curing time
- Expected weather conditions and variance in physical conditions that could affect the work

SP-20 NO PARKING/CONSTRUCTION SIGNS

The Contractor shall be responsible to place and remove No Parking/Construction signs a minimum of 24 hours prior to the time the parking restriction becomes effective. The signs shall be mounted by the Contractor on a suitable base (e.g., tripod, barricade, etc.) which shall be provided by the Contractor. The Contractor shall be responsible for providing and attaching notices onto the signs conveying the day(s) of the week, the time period that the parking is restricted and the name/phone number of a person to contact in cases of emergency or for obtaining more information. Additional signs placement information can be found in Section 8.02, of the Slurry Seal Technical Specifications within these contract documents. The signs shall be provided by the City. The Contractor shall return the signs to the City upon completion of the contract.

For any of the project streets, the parking prohibition shall be for one working day only, unless otherwise specifically approved by the Owner. Owner shall arrange towing of vehicles in violation of notice.

SP-21 STOCKPILING OF AGGREGATES

The Contractor shall be fully responsible for locating and obtaining permission to use stockpile sites. Aggregate may be stockpiled on public property sites when approved by the City. Where the Contractor may find it advantageous to use private property, he shall make his own arrangements for its use and assume full responsibility for its rental, preparation, maintenance and clean-up in a manner satisfactory to the property owner and the City.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt or excessive amounts of moisture. Neither segregation of the aggregate or contamination from reloading procedures will be permitted.

When deemed necessary by the City, the contractor shall stockpile the aggregate in ample advance time to allow for the completion of the sampling/testing prior to the commencement of any work. Sampling and testing requirements are outlined within the sub-section 205.02.12, "Aggregates" of the Division II, "General Technical Requirements" of the Public Works Standards (latest revision) and in the Slurry Seal Technical Specifications within these contract documents.

SP-22 SAMPLING AND TESTING OF MATERIALS

All materials to be incorporated in the slurry seal shall be approved by the Owner prior to the commencement of any work.

All material sources shall be selected in sufficient advance time so as to allow for pre-testing (if Owner deems necessary) of all materials by a qualified laboratory that is acceptable to the Owner. When required, all materials shall be pre-tested so as to determine their suitability for slurry seal as specified in the Slurry Seal Technical Specifications within these contract documents. The testing laboratory shall submit, through the Contractor, a complete laboratory analysis report with test results, each

accompanied by the sealant test samples prior to obtaining material acceptance. Once the materials are approved, no substitutions will be permitted unless first tested and approved by the laboratory submitting the original mix designs. Additional Certificates of Compliance of materials may be requested from the Contractor as additional materials arrive.

All sampling and testing costs will be the responsibility of the Contractor prior to Owner approval of materials. Costs for subsequent testing deemed desirable by the Owner after material(s) approval shall be the responsibility of the Owner; however, the Contractor shall supply necessary samples for this purpose at no cost to the Owner. In the event of a failing test result, the Contractor shall be responsible for costs for subsequent testing necessary to prove compliance to specified requirements. Random samples may be taken from both the emulsion tanker and the emulsion mixing/discharge unit during actual application of sealant. Samples shall be stored and sealed in an appropriate container and delivered to the Owner.

SP-23 WATER

Water used with the slurry seal process shall be from a prescribed domestic supply approved by the City. When water is obtained from City fire hydrants, the Contractor is required to obtain and use an approved construction hydrant meter and pay such fees and service charges as are normally charged by the City's Water Utility Division. A Fire Hydrant Permit will be required. The permit shall be secured by and paid for by the Contractor. These costs are to be considered incidental and are to be included within the bid prices given on the Schedule of Prices (i.e., there will be no separate payment for the conveyance or consumption of water, meter/valve rental, installation of meter, permit or miscellaneous fees).

SP-24 SURFACE PREPARATION

The City will perform all necessary street repairs, such as asphalt patching, prior to the seal coating. Contractor will provide clean-up and mechanical street sweeping immediately prior to slurry application.

The tack coat as described in Section 9.03, Slurry Seal Technical Specifications within these contract documents will not be required on this project.

The Contractor shall be responsible to pre-wet the surface in conjunction with the slurry application as necessary from weather or surface conditions. When so required, this shall be done by the applicator machines immediately preceding the spreader box as specified in Section 10.04.01, Slurry Seal Technical Specifications within these contract documents.

SP-25 ROLLING

Rolling of the finished slurry surface as specified in Section 10.04.06, Slurry Seal Technical Specifications within these contract documents may be required on this project.

**2004/2005 Street Surfacing,
Type II & Type III, Slurry Seal,
Project No. 502004**

PART III - TECHNICAL SPECIFICATIONS

Table of Contents

1. DESCRIPTION	1
2. APPLICABLE SPECIFICATIONS	1
3. MATERIALS	1
3.01 AGGREGATE	2
3.01.01 GENERAL	2
3.01.02 QUALITY TESTS	2
3.01.03 GRADATION	2
3.02 MINERAL FILLER	3
3.03 WATER	3
3.04 EMULSIFIED ASPHALT	3
3.04.01 GENERAL	3
3.04.02 TESTING	3
3.05 ADDITIVES	4
3.06 POLYMER MODIFIER	4
4. LABORATORY EVALUATION	4
4.01 GENERAL	4
4.02 LABORATORY REPORT	5
4.03 RATE OF APPLICATION	6
4.04 TOLERANCES	6
5. EQUIPMENT	7
5.01 GENERAL	7
5.02 MIXING EQUIPMENT	7
5.03 PROPORTIONING DEVICES	8
5.04 SEALANT SPREADING EQUIPMENT	8
5.05 AUXILIARY EQUIPMENT	8
6. MACHINE CALIBRATION AND VERIFICATION	9

Table of Contents Continued

7. LIMITATIONS	9
7.01 WEATHER	9
7.02 TIMES AND WORKDAYS	10
7.02.01 TIMES	10
7.02.02 WORKDAYS	10
8. TEMPORARY TRAFFIC CONTROL & PUBLIC CONVENIENCE	10
8.01 GENERAL	10
8.02 NO PARKING SIGNS	10
9. SURFACE PREPARATION	11
9.01 CLEANING	11
9.02 PROTECTION OF EXISTING UTILITIES	11
9.03 TACK COAT	12
9.04 CRACKS	12
10. CONSTRUCTION	12
10.01 MIX COMPOSITION	12
10.02 MIX STABILITY	13
10.03 RATE OF APPLICATION	13
10.04 APPLICATION	13
10.04.01 PRE-WETTING	13
10.04.02 JOINTS	13
10.04.03 LINES	14
10.04.04 HAND-WORK	14
10.04.05 DEPRESSION REPAIR	14
10.04.06 ROLLING	15
10.05 QUALITY CONTROL	
10.05.01 GENERAL	15
10.05.02 MATERIALS	15
10.05.03 SLURRY MIXTURE	15
10.05.04 NON-COMPLIANCE	16
10.06 CLEAN-UP	16
11. MEASUREMENT AND PAYMENT	16
11.01 AREA	16
11.02 TON AND GALLON	16
11.03 PAYMENT	17

*2004/2005 Street Surfacing,
Type II & Type III, Slurry Seal,
Project No. 502004*

PART III - TECHNICAL SPECIFICATION

1. DESCRIPTION

The work covered by these specifications includes the design, testing, construction and quality control required for the proper application of an emulsified asphalt street surfacing commonly known as a slurry seal.

It is highly recommended that the review of this and all other applicable documents happen prior to the scheduled pre-construction meeting at which time questions can be answered and applicable requirements identified and established.

The slurry seal mixture shall consist of approved materials, including emulsified asphalt, aggregate, mineral filler, water and specified additives which are proportioned according to laboratory design, mixed and uniformly spread over a properly prepared surface in accordance with the complete Contract Documents and as directed by the Owner. The completed product shall be a homogeneous mat with a friction resistant surface texture, which shall adhere firmly to the prepared surface throughout its service life.

2. APPLICABLE SPECIFICATIONS

In addition to the specifications and requirements within this Contract Document and within the Public Works Standards (latest revision), "Division I, 106.3 and 106.4", the specifications and test methods referenced to in the "International Slurry Surfacing Association" (ISSA) form a part of these specifications.

The many tests listed within this document are supplied for reference only and not intended to be a comprehensive list of all available or required testing. Certain specific situations may prompt the testing of various components within this project. Required tests are either noted within the respective sections of this document or will be discussed at the pre-construction meeting. At the discretion of the Owner, certifications for some testing (i.e. mix design, emulsion and aggregate) may be accepted in lieu of testing provided the certifications are no more than one year old. All test results and certifications of test will comply with the specifications and guidelines of AASHTO, ASTM and ISSA.

3. MATERIALS

Attention is directed to Section 106, "Control of Materials" within Division I, "General Requirements" and Section 205, "Materials - Types and Use" within Division II, "General Technical Requirements" of the Public Works Standards (latest revision).

3.01 AGGREGATE

3.01.01 GENERAL

The mineral aggregate used shall be of the type and grade specified for the particular use of the slurry seal. Aggregate shall be manufactured, crushed stone such as granite basalt, slag, limestone, chat or other high quality aggregate or combination thereof which is clean and free of vegetative matter or other deleterious substances. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

3.01.02 QUALITY TESTS

The aggregates (including mineral fillers) and their gradations shall conform to the requirements of sub-section 205.02.12, "Aggregates" within Division II, "General Technical Requirements" of the Public Works Standards (latest revision), with the exceptions of any requirements modified or added as shown following.

In addition the aggregates shall meet the following requirements when tested according to the following tests:

TEST	QUALITY	REQUIREMENT
AASHTO T 176 & ASTM D2419	Sand equivalent	55 minimum (Slurry Seal)
AASHTO T 104 & ASTM C88	Soundness	15% max. using Na ₂ SO ₄ or 25% max. using MgSO ₄
AASHTO T 96 & ASTM C131	*Abrasion Resistance	35% max. (Slurry Seal)

*The abrasion test is to be run on the aggregate before it is crushed.

The aggregate should meet approved polishing values.

3.01.03 GRADATION

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	100	
No. 4 (4.75 mm)	90-100	70-90	± 5%
No. 8 (2.36 mm)	65-90	45-70	± 5%
No. 16 (1.18 mm)	45-70	28-50	± 5%
No. 30 (600 um)	30-50	19-34	± 5%
No. 50 (330 mm)	18-30	12-25	± 4%
No. 100 (150 mm)	10-21	7-18	± 3%
No. 200 (75 mm)	5-15	5-15	± 2%

3.02 MINERAL FILLER

Mineral fillers such as Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 shall be used if required by the laboratory mix design. They shall be considered as part of the dry aggregate.

3.03 WATER

The water shall be potable and free of harmful salts and contaminants.

3.04 EMULSIFIED ASPHALT

3.04.01 GENERAL

The emulsified asphalt shall conform to grade and be of the "Quick Set" type such as CQS1H SSI, 551H, CSS-1, CSS-1H quick set mixing grade as specified in ASTM D977, D2397, AASHTO M140 and M208 requirements of ISSA TB102, "Mixing, Setting, and Water Resistance Test to Identify Quick Set Emulsified Asphalts".

3.04.02 TESTING

The emulsion shall meet the following requirements when tested according to indicated methods.

TEST	QUALITY	REQUIREMENT
ASSHTO T59 & ASTM D244	Residue after distillation; by weight	60% min.
ASTM D244	Furol viscosity at 77° F, SFS	15-100 Sec
ASTM D244	Sieve test; % retained on No. 20	0.3% max.
ASTM D244	Storage stability, one day settlement	1% max.
	Particle charge test	Positive

The cement mixing test to determine the emulsion mix-ability is waived, as many emulsions designed especially for Slurry Seal will not pass the cement mixing test, yet give good results in the field. The laboratory shall instead determine mix-ability using the project materials rather than cement.

TEST OF RESIDUE		
TEST	QUALITY	REQUIREMENT
AASHTO T49 & ASTM D2397	77° F (25° C) Solubility in TCE	Penetration *40-90 @ 77°F
ASTM 2397 ASTM D2042		97.5 min.

*Climate conditions should be considered when establishing this range.

3.05 ADDITIVES

Additives may be used to accelerate or retard the break-set of the slurry seal, increase the adhesion or improve the resulting finished surface. They must be included as part of the mix design and be certified as to their compatibility with the other components of the mix. The amount of additives (used in either the sealant mix or as an individual material) shall be metered and predetermined by the mix design with field adjustments if required, after approval by the Owner.

3.06 POLYMER MODIFIER

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on bitumen weight content and will be certified by the emulsion supplier. In general, a two and one-half percent (2.5%) polymer solids, based on residual asphalt weight, is considered minimum.

4. LABORATORY EVALUATION

4.01 GENERAL

Before construction commences, the Contractor shall obtain and submit for approval a signed original mix design covering the specific materials to be used on the project. This mix design must have been performed and certified by a qualified laboratory that has been approved by the Owner. Mix designs from previous projects may or may not be accepted. After the mix design and materials have been approved, no substitution will be permitted, unless again reviewed and approved by the Owner.

All pre-construction sampling, testing of the materials and sealant mix and the laboratory report necessary to gain approval for material use shall be at the expense of the Contractor. Any additional testing deemed necessary after approval during actual construction shall be paid for by the Owner with the following exceptions:

- 4.01.a Additional certificates of compliance may be requested at the Contractor's expense as additional materials arrive.
- 4.01.b Should a change in source of any material be made the Contractor shall be responsible for all costs in obtaining approval for usage of the new material(s) including a new laboratory analysis and report.
- 4.01.c Item 106.03(F) within Section 106, "Control of Materials", Division I. "General Requirements" of the Public Works Standards (latest revision), specifies that in the event of a failing test the Contractor shall bear all costs for all subsequent testing necessary to prove compliance to specified requirements.

4.02 LABORATORY REPORT

The contractor shall submit to the owner for approval a complete mix design prepared and certified by the laboratory. The laboratory report shall show the results of all the tests performed. Compatibility of the aggregate, emulsion, mineral filler and other additives shall be verified by the mix design.

When analyzed according to the following test, slurry seal shall meet the following requirements:

TEST NO.	TEST PURPOSE	REQUIREMENT
ISSA T106	Slurry seal consistency	2-3 cm
ISSA TB-139 (for quick traffic return)	Wet cohesion: <ul style="list-style-type: none"> • 30 minutes min. (set) • 60 minutes min. (traffic) 	12 kg-cm min. 20 kg-cm min.
ISSA TB-109 (for heavy traffic areas)	Excess asphalt by LWT Sand adhesion	50 g/sq ft max. (538 g/sq m max.)
ISSA TB114	Wet stripping test	Pass (90% min.)
ISSA TB100	*Wet track abrasion loss One-hour soak	50 g/sq ft (538 g/sq m) max.
ISSA TB113	*Mix time @ 77° F (25° C)	Controllable to 120 sec min.
ISSA T115	Compatibility	Pass
ISSA T102	Quick set emulsion	Pass

*The wet track abrasion test is used to determine the minimum asphalt content.

The component materials of the slurry seal shall be within the following limits:

RESIDUAL ASPHALT (based on dry weight of aggregate)	TYPE II	7.5% - 13.5%
	TYPE III	6.5% - 12%
MINERAL FILLER	0-2% (based on dry weight of aggregate)	
ADDITIVES	As needed	
WATER	As needed to achieve proper mix consistency. (Total mix liquids should not exceed the loose aggregate voids. ISSA T106 should be used to check optimum liquids.)	

The following notes apply to the slurry seal mix:

Mixing tests and set time should be done at the maximum air temperature expected during construction. The mixing test is used to predict how long the material can be mixed in the machine before it begins to break. This is a good field test to check for consistent sources of material, both emulsified asphalt and aggregate.

The laboratory shall report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the

proportions of aggregate, mineral filler (min. & max.), water (min. & max.), additive(s) (usage) and asphalt emulsion based on the dry weight of the aggregate.

The laboratory shall report the percentages of each individual material required. Adjustments may be required during the construction, based on the field conditions. Approval by the Owner will be required for all such adjustments.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. Approval by the Owner shall be required of the mix design, materials and methods prior to use.

4.03 RATE OF APPLICATION

The sealant mixtures shall be of proper consistency at all times so as to provide the application rate required by the surface condition. The average single application rate as measured by the Owner, shall be in accordance with the following table:

Type II	12 – 14 lb per sq yd
Type III	20 – 24 lb per sq yd

Application rates are affected by the unit weight of the aggregate, the gradation of the aggregate and the demand of the surface to which the slurry seal is being applied. The Contractor shall determine the rate of spread in accordance with ISSA TB #112.

4.04 TOLERANCES

Tolerances for individual materials as well as the sealant mixture are as follows:

- 4.04.a After the designed residual asphalt content is determined, a plus or minus one percentage point variation will be permitted.
- 4.04.b The percentage of aggregate passing each sieve size shall not vary more than plus or minus 2% (See TS 3.01.03) from the job mix formula.
- 4.04.c The percentage of aggregate passing each sieve size shall not go from the high end to the low of the specified range of any two successive sieves.
- 4.04.d Sealant consistency shall not vary more than plus or minus .5 cm from job mix formula after field adjustments.
- 4.04.e The rate of application shall remain within the listed design application rate while moving at a rate of 150 feet per minute maximum.

5. *EQUIPMENT*

5.01 GENERAL

All equipment, machinery, apparatus and tools specified and incidental to the performance of this work shall be maintained in satisfactory working order at all times and shall be subject to approval by the Owner. The Owner reserves the right to disqualify equipment because of its age, capacity, capability, mechanical condition or other factors which could cause substandard performance and/or excessive delays or unreasonable inconvenience to the public.

The specific equipment to be used for proportioning, mixing, and applying the sealant along with appropriate descriptive information on calibration and related devices on said equipment shall be available for inspection and subsequent approval not less than two (2) work days before the work starts.

In order to assist in the timely completion of the application process, an adequate number of application machines meeting all of the listed calibrating conditions will be required. In no case will less than two primary application machines be allowed. The Contractor shall also have immediate access to back-up equipment in the event of failure or breakdown.

5.02 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to lay slurry seal.

The sealant mixing equipment shall have suitable means of accurately metering each individual material being fed into the mixing chamber. The sealant shall be mixed by an automatic sequenced, self-propelled mixing machine, which must be able to accurately proportion and deliver the aggregate, emulsified asphalt, mineral filler, control-setting additive and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis.

The unit shall be capable of mixing all materials at pre-set proportions regardless of speed of unit.

The mixing unit shall thoroughly blend all materials without violent agitation to form a homogeneous mass before discharge from the mixer.

The unit shall have a water pressure system and fog type spray bar adequate for the complete wetting of the surface of the pavement just preceding the spreading apparatus.

The slurry mixing machine shall be equipped with a "fifth wheel" type odometer that will measure the total feet traveled.

5.03 PROPORTIONING DEVICES

The units shall be equipped with approved devices that allow the unit to be properly calibrated and to allow the determination of the quantities (i.e. weight, volume, etc.) of materials (i.e. aggregate, mineral filler, emulsified asphalt additive, and water). These proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the material output at any time.

The emulsion storage tank of the mixing unit shall be equipped with a metering device, calibrated in ten (10) gallon increments, so as to measure the quantity of emulsion actually used with each mixer load of sealant. Random samples will be collected for analysis and verification of mix design by the Owner.

The aggregate gate shall be equipped with a measuring device, calibrated in inches to determine the gate setting of the aggregate feed.

In the event these metering devices fail to work, the unit(s) may be pulled and not allowed for use (at the discretion of the Owner) until they are repaired. Devices used for measuring, metering and blending additives and their operation are subject to approval by the Owner.

5.04 SEALANT SPREADING EQUIPMENT

The sealant spreader box shall be a mechanical type squeegee distributor equipped to agitate and spread the mixture evenly throughout the box. The spreader box shall be designed and operated so that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The rear seal/discharge gate shall be adjustable and shall act as a final strike off. The spreader shall be equipped with front and side seals to prevent loss of sealant mixture at the road contact point. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a uniform, highly textured mat.

It shall have means for side tracking to compensate for deviation in pavement geometry. It shall be capable of producing a uniform surface spread across its full and adjustable width. It shall be adjusted during use on varying grades and crowns to assure a uniform spread and to prevent loss of sealant mixture.

Any type of drag used shall be subject to approval by the Owner and be kept in a completely flexible condition at all times. A build-up of asphalt and aggregate on the spreader shall not be permitted.

5.05 AUXILIARY EQUIPMENT

All other incidentals necessary to perform the work are to be supplied by the Contractor and are subject to approval by the Owner.

6. MACHINE CALIBRATION AND VERIFICATION

Each sealant-mixing unit to be used on this project shall be calibrated in the presence of the Owner prior to construction. The owner welcomes the opportunity to participate in a joint agency verification of the calibration. This calibration could be performed once per year thereby reducing the cost of the contractors. The calibration documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices.

Test strips are not usually needed but may be required by the Owner, from each machine after calibration and prior to construction. When required the test strips shall be taken from a like surface of the project. Samples of the sealant may be taken and verification made for mix consistency and proportioning. Verification of rate of application may also be made (150 feet per minute). Test strips will be accepted or rejected within 24 hours after application. Upon failure of any of the tests, additional test strips, at no cost to the Owner will be required until each sealant spreader is approved for work. Any unit failing to pass the tests after the third trial may be prohibited from working on the project.

The Contractor shall supply the project manager or a representative thereof with licensed Weigh master's certificates of weight or tickets taken from certified "on site" scales for all aggregates delivered to the job. The Contractor shall also present Weigh master certificates for the amount of such aggregate remaining at the completion of the project. The Contractor shall also supply certificates indicating the amount of oil delivered to and used the project. Materials stored in tanks or stockpiles for this project shall not be used for outside projects.

Prior to the beginning of slurry operations, the Contractor shall furnish current licensed Weigh master's certificates indicating the net weight capacity of the aggregate bin.

7. LIMITATIONS

7.01 WEATHER

No sealant shall be applied when the weather forecast exceeds 50 percent probability of rainfall. Sealant shall not be applied when there is a chance that the finished product may be subject to freezing within 24 hours.

Sealant shall not be applied if either the air or pavement temperature is below 50 degrees F. (10 degrees C) and falling, but may be applied if both the air and pavement temperature are above 45 degrees F. (7 degrees C) and rising. Sealant shall not be applied at any time when any weather conditions may prolong closure to traffic beyond a reasonable time.

Sealant shall not be applied when environmental conditions (e.g., temperature, humidity, precipitation, etc.) might preclude the product from curing within 5 hours.

7.02 TIMES AND WORKDAYS

Unless approval is obtained from the Owner, Contractor shall only apply sealant within the following constraints:

7.02.01 TIMES

Sealant shall only be applied between the hours of 8:00 a.m. and 3:00 p.m. but must be able to support traffic by 5:00 p.m.

7.02.02 WORKDAYS

Sealant shall only be applied Monday through Friday.

If circumstances should arise that necessitate work during other days or times and approval is obtained through the Owner, the Contractor shall be responsible for overtime wages for Owner personnel as outlined in sub-section 107.11, "Overtime" within Division I "General Requirements" of the Public Works Standards (latest revision).

8. *TEMPORARY TRAFFIC CONTROL AND PUBLIC CONVENIENCE*

8.01 GENERAL

Contractor shall comply with the requirements of Sub-section 107.12, "Public Safety and Convenience" within Division I, "General Requirements" of the Public Works Standards (latest revision). Contractor will also comply with Section 202, "Temporary Traffic Control" within Division II, "General Technical Requirements" of the Public Works Standards (latest revision).

In areas that are subject to excessive scrubbing (i.e. cul-de-sacs, etc.), the time of street closures may need to be extended to allow for a more complete cure of the sealant, thereby avoiding premature damage to the surface.

Contractor shall be responsible for the repairs needed to correct any damage to the surface due to traffic that has prematurely used the street.

Contractor shall submit for review and approval a traffic control plan for the project at the pre-construction conference.

8.02 NO PARKING SIGNS

Contractor will be responsible for placing "NO PARKING" signs on affected streets in advance of actual construction. The date and time period of the parking restriction must be displayed on the sign face. Contractor shall provide and mount such signs on a suitable pedestal, i.e.: tripod, portable barricade, etc. Signs shall be placed on both sides of street approximately 150 feet apart, but at least three per

block per side. This shall be done a minimum of 24 hours in advance of the time restriction is to become effective.

9. SURFACE PREPARATION

9.01 CLEANING

Immediately prior to application of the sealant, the street surface shall be cleaned of all loose material, silt spots, vegetation, oil spots and any other objectionable material. Any standard cleaning method may be acceptable, but is subject to approval by the Owner. If water is used for cleaning, sufficient time must be allowed for cracks to thoroughly dry prior to the sealant application. Excessive flushing and the resulting increased turbidity of the water run-off are in violation of the recently mandated ESA rules and will not be allowed. The Owner must also approve the complete adequacy of the final surface cleanliness prior to slurry application. Contractor will provide mechanical street sweeping immediately preceding sealant application.

9.02 PROTECTION OF EXISTING UTILITIES

Contractor shall be responsible for the protection of all existing utilities and property effected by the construction work and attention is directed to sub-sections 105.05, "Utilities and Existing Improvements", 105.07, "Protection of Survey Markers" and 105.08, "Protection of Property" within Division I, "General Requirements" of the Owner's City of Gresham *Public Works Standards*, latest revision.

Contractor shall have on hand and ready for use petroleum absorbents or similar material in cases of unexpected weather, flooding and subsequent threat of sealant dilution and contamination to storm water systems.

In addition it shall be understood that the Contractor is responsible to cover all utility covers; i.e.: manholes, storm inlets, water valve covers, etc., prior to the sealant application. The method(s) to be used will be subject to approval by the Owner. Contractor will designate on a map all manholes, water valves, etc., for easy location and removal of covers after sealant has cured. All de-masking of street appurtenances, clean-up work and proper disposal of material from this work shall be the responsibility of the Contractor and shall be completed to the satisfaction of the Owner.

The Contractor shall protect structures, vegetation, road signs, curbs, driveways, sidewalks, curbs and other related items from being spattered, stained, marred or otherwise. The sealant shall not be applied over any part (including the horizontal portion) of any monolithic or vertical curbing. Where necessary, the Contractor shall remove any stains, and/or spatters and will remedy disfigurements.

The contractor is responsible to make an accurate record of the pavement markers (i.e. channelizing reflectors, buttons, delineators, etc.) to assure replacement in place and to remove all temporary markers set. The Owner will be responsible for the masking or removal of reflectors and/or pavement marking when necessary.

9.03 TACK COAT

Surface oil and grease shall be removed and/or sealed with a suitable sealer approved by the Owner prior to application of sealant.

Tack coat may be required if the surface to be covered is extremely dry and raveled or is concrete or brick. The streets needing the tack coat will be identified on the plans.

If required, the Contractor shall apply a tack coat consisting of 1 part asphalt emulsion and 3 parts water. The asphalt emulsion should be of the same type used in the Slurry Seal if sealing the surface with a slurry. The equipment used to apply the tack coat shall be capable of applying the dilution at a rate of .05 to .10 gallon per sq. yd (0.15 to .35 liters per square meter). The tack coat shall be allowed to cure before application of the sealant.

9.04 CRACKS

Owner will have pre-treated the cracks in the pavement surface and curb line with an acceptable crack sealer prior to application of the sealant. Owner will have sprayed chemical to kill vegetation and initially cleaned from cracks and curb line. Prior to sealant application (at the time of mechanical sweep) Contractor will remove any residual vegetation.

10. CONSTRUCTION

10.01 MIX COMPOSITION

The percentage of each individual material shall be as required by the laboratory report. Minor adjustments may be required during construction based on field conditions from weather or surface condition, etc. The Contractor shall obtain approval from the Owner for all such adjustments.

The sealant mixture shall be of the desired consistency upon leaving the mixer and no additional materials or water shall be added to the spreader box. Total time of mixing should not exceed four (4) minutes. A sufficient amount of sealant mixture shall be carried in all parts of the spreader at all times to ensure that complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate will be permitted. No segregation of the emulsion and aggregate will be permitted. Progress and spreading of mixture shall be maintained so as to not allow the "breaking" of emulsion in the spreader box.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excess oversize develops, the job will be stopped until the Contractor proves to the Owner that the situation has been corrected. Some situations may require screening of the material just prior to loading it into the units going from the stockpile area to the sealant application area.

10.02 MIX STABILITY

The sealant mix shall have sufficient stability that premature breaking of the sealant in the spreader box does not occur. The mix shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

10.03 RATE OF APPLICATION

The Contractor shall follow "Rate of application" guidelines described in sections "4.03 Rate of Application" and "4.04 Tolerances".

The sealant mixture shall be of proper consistency at all times to provide a homogeneous mat that will provide the amount of mixture required by the surface condition.

The maximum rate shall be determined by the street surface condition. The application shall be such, as to provide a depth sufficient to correct surface conditions, fill surface voids and raveling and to provide a sufficient sealing and wearing surface that provides for minimum application rates listed in 4.03. In no case shall sealant equipment move faster than 150 feet per minute.

10.04 APPLICATION

10.04.01 PRE-WETTING

The surface shall be pre-wetted by fogging ahead of the sealant spreader when required by field conditions. Water shall be applied uniformly across the entire surface width as such to achieve a damp surface with no apparent flowing water gathering in front of the spreader. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

10.04.02 JOINTS

Sufficient building paper, roofing tarpaper or otherwise similar material, shall be maintained by the Contractor for use at project limits or transverse joints to provide a clean neat edge, if so directed by the Owner.

No excessive build-up, excessive overlap, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. The Contractor shall provide suitable width spreading equipment (and adjustment of) to produce a

minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be permitted only in minimum amounts as necessary. In no case shall half passes or odd width passes be allowed as the last pass of any covered area. A maximum of six inches (6") shall be allowed for overlap of longitudinal lane line joints. Lap joints shall be squeegeed by hand if necessary in order to achieve consistent depths of slurry seal with the adjacent areas.

Joints between asphalt pavement and concrete curb shall be completely and neatly sealed without excessive slop-over onto the concrete, and unsightly and objectionable excess shall be immediately removed. The flow-line at the curb shall be completed so as to allow storm drainage flow without damming or ponding along the curb line.

10.04.03 LINES

Contractor shall exercise care to insure straight lines along curbs and shoulders. No runoff on these areas will be allowed. Lines at intersections shall be straight to provide a good appearance.

10.04.04 HANDWORK

Areas that cannot be reached with the sealant spreading equipment shall be applied using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement and spread without delay. Care shall be exercised to achieve the same type of finish and the application rate as applied by the spreader box. Segregation of the aggregate and emulsion will not be permitted.

To minimize the need for follow-up and patchwork, sufficient personnel will be required to complete all handwork during the period of the machine work.

10.04.05 DEPRESSION REPAIR

When surface depressions (i.e. wheel path, sink-hole, etc.) have a cross section that is 1/2 inch or more, the individual depressions must first be filled utilizing a spreader box as those normally used for wheel path depressions. Filling of the depressions shall be accomplished using type III slurry. Depressions spread rates will vary with depression depth. Maximum single applications for depressions shall be 1/2 inches. Greater depths than 1 1/2" may require multiple applications in each depression.

Depression repair shall be constructed with a slight crown to permit initial traffic compaction of the surfacing. Generally, the depression should be crowned by 1/8 to 1/4 of an inch of depth per depression. Excessive crowning (over-filling) shall be avoided. At least 24 hours of traffic compaction shall be allowed on freshly filled depressions before additional lifts are applied as surface courses.

10.04.06 ROLLING

If required by the plans, specified areas shall be rolled by a self propelled 10 ton static, pneumatic tire roller with a 50 PSI tire pressure and equipped with a water spray system. The surfaced area shall be subjected to a minimum of 5 full passes by the roller. Rolling should not commence until the sealant has cured enough so that it will not pick-up on the tires of the roller. In areas where the meet lines are too thick and in areas of high traffic volume and/or is subject to slow turning, e.g. major intersections, rolling may be required.

10.05 QUALITY CONTROL

10.05.01 GENERAL

The Contractor will provide a detailed accounting of all components and amounts used in the slurry seal project (i.e. materials, emulsions, aggregates, additives, etc.). This and the amount of area that is sealed will be calculated in order to verify the application rates.

The quality control items following may be performed if deemed necessary by the Owner during application of the seal coat. This shall be at the discretion of the Owner or his designated inspector based upon observations of the sealant mix, the finished surface, the Contractor's work practices and past performance. Failure of the Owner to perform these tests shall not constitute final acceptance of the finished product nor the assumption that all specifications have been met. Furthermore, all requirements of the performance/maintenance bond shall remain in effect.

10.05.02 MATERIALS

The Contractor will permit the Owner to take samples of the aggregate and asphalt emulsion used in the project at the Owner's discretion. Tests deemed necessary may be run on the aggregate and emulsion and such results compared to specifications.

10.05.03 SLURRY MIXTURE

Samples of the sealant mixture may be taken directly from the spreader unit(s) at a minimum rate of one sample per mixing unit per days use. Consistency and residual asphalt content tests may be made on the samples and compared to specifications. Tests will be run at the expense of the Contractor (except in cases as previously noted in section 4, Laboratory Evaluation).

The Owner may use the recorders and measuring facilities of each spreader unit to determine application rates, asphalt emulsion content, mineral filler and additive(s) content for any 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.

10.05.04 NON-COMPLIANCE

If any two (2) successive tests fail on the stockpile material, the work shall be stopped. It shall be the responsibility of the Contractor, at his own expense, to prove that the conditions have been corrected as specified in sub-section 106.03, "Sampling and Testing" within Division I, "General Requirements" of the Public Works Standards (latest revision).

If any two (2) successive tests on the sealant mix from the same machine fail, the use of the machine will be suspended. It will be the responsibility of the Contractor at their own expense, to prove that the problems have been corrected and that the machine is working properly.

10.06 CLEANUP

Care shall be exercised by the Contractor to minimize the need for cleanup work along project areas by protecting all adjacent areas outside the project limits from damage, spillage, etc.

The Contractor shall be responsible for the removal of all excess sealant that has been spread, spilled, spattered, or tracked beyond project limits, on driveways, sidewalks, curbs, and all other related items. All such asphaltic or related materials remaining on exposed surfaces of curbs, driveways, sidewalks, manholes, mailboxes or other structures and related items shall be removed by the Contractor to the satisfaction of the Owner and/or affected private party.

All debris and excess material(s) shall be removed and disposed of to the satisfaction of the Owner. This is to include all project areas and any storage sites, including the aggregate stockpile site and construction staging area.

11. MEASUREMENT AND PAYMENT

11.01 AREA

On smaller projects, the method of measurement and payment is usually based on the area covered, measured in square feet, square yards, or square meters.

Measurement and payment shall be in accordance with section 109, "Measurement and Payment", within Division I, "General Requirements" and applicable sections of Division II, "General Technical Requirements" of the Public Works Standards (latest revision).

11.02 TON AND GALLON

On larger projects of over 50,000 S.Y. (41,805 m²), measurement and payment is based on the tons of aggregate and gallons (liters) of emulsified asphalt used.

A complete load-by-load record of the quantities used as in ISSA TB #107 shall be kept by the Contractor and shall be made available to the Owner or City representative upon request. In general, the aggregate is recorded by the actual weight delivered to the job site or is weighed on the job site with certified scales. Delivery tickets or printed weights shall be used for measurement.

The emulsified asphalt used on the project will be measured and recorded with certified quantity (weight or volume as directed by the Owner) tickets for each load delivered to the job site. The cost of any mineral filler used shall be included in the unit price bid as aggregate for slurry seal. The cost of any required sanding shall be considered incidental to the cost of aggregate for slurry seal. Any aggregate or emulsified asphalt not used or returned to the supplier shall be deducted from this quantity.

The term metric ton will mean 1000 kilograms. The term "ton" will mean the short ton consisting of 2000 pounds avoirdupois. All materials, which are measured or proportioned by weight, shall be weighed on accurate, approved scales by competent, qualified personnel at locations approved by the Owner. Trucks used to haul material being paid for by weight shall be weighed empty at least once per project at such times as the Owner directs only if the weight of the truck is used in determining the ticket weight. Each truck shall bear a plainly legible identification mark.

Companies or contractors furnishing bituminous material in calibrated distributors or tank trucks shall file with the Owner a certified list of the capacities of this equipment.

Weigh-bills and volume certificates shall be furnished to the Owner as requested. Final payment for the work will not be made until all load tickets and inventories are verified to assure that specification quantities have been applied. In case of disputes, the Owner's judgment shall be final.

11.03 PAYMENT

The sealant shall be paid for by the combined weight of the aggregate and emulsified asphalt used on the work and accepted by the buyer. The price shall be full compensation for furnishing all preparation; mixing and applying these materials; and for all labor, equipment tools, test, designs, cleaning, and incidentals necessary to complete the job as specified herein.

The actual work payment items for the project shall be as listed in the "Schedule of Prices" of the "Proposal" within PART I of the Contract Documents.