

**CITY OF CHANDLER SERVICES AGREEMENT  
SLURRY SEAL & MICRO SEAL MATERIALS & INSTALLATION  
AGREEMENT NO.: ST2-745-3068**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and **SOUTHWEST SLURRY SEAL, INC.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**1. CONTRACT ADMINISTRATOR:**

- 1.1 **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Streets Superintendent/designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2 **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4 **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

**2 SCOPE OF WORK:** CONTRACTOR shall provide goods and/or services all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein. Bid Bond (Exhibit D1), Performance Bond (Exhibit D2), and Payment Bond (Exhibit D3) are attached and incorporated herein by reference.

- 2.1 **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2 **Licenses.** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.
- 2.3 **Advertising, Publishing and Promotion of Contract.** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the CITY.
- 2.4 **Compliance With Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.
  - 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use

E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5 **Warranties.**
- 2.6 **One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 3. **ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.4 **Records.** The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- 3.5 **Audit.** At any time during the term of this Contract and five (5) years thereafter, the CONTRACTOR'S or any SUBCONTRACTOR'S books and records shall be subject to audit by the City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.6 **Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.
- 4. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed **Nine Hundred Sixty Four Thousand Nine Hundred Five Dollars (\$964,905.00)** for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit C, attached hereto and made a part hereof by reference.
- 4.1. **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill

the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.

- 4.2. **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.
- 4.3. **Estimated Quantities.** The quantities shown on Exhibit C (the Price List) are estimates only, based upon available information. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. City reserves the right to increase or decrease the quantities actually required.
- 4.4. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5. **Price Adjustment (After 180 Days).** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for 180 days. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6. **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7. **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.
5. **TERM.** The term of the Contract is **one (1) year (s)**, commencing on the **1<sup>st</sup> day of February, 2012** and terminating on **January 31, 2013** unless sooner terminated in accordance with the provisions herein. CITY reserves the right, at its sole discretion, to extend the Contract for up to **two (2) additional terms of one year each**. CITY reserves the right, at its sole discretion, to extend the Contract for up to **sixty (60) days**.
6. **USE OF THIS CONTRACT:** The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.
  - 6.1. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at [www.maricopa.gov/materials](http://www.maricopa.gov/materials) and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
  - 6.2. **Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
7. **CITY'S CONTRACTUAL REMEDIES:**
  - 7.1 **Right to Assurance.** If the City in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Contract Administrator

may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.

- 7.2 **Stop Work Order.** The City may, at any time, by written order to the CONTRACTOR, require the CONTRACTOR to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the City after the order is delivered to the CONTRACTOR. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 7.3 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the CONTRACTOR shall resume work. The Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4 **Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5 **Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6 **Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.
8. **TERMINATION:**
- 8.1 **Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 **Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
  - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
  - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
  - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
  - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
  - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
  - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 8.3. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4. **Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by CONTRACTOR.
- 8.5. **Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a SUBCONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6. **Continuation of Performance Through Termination.** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 8.7. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1 **Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 10.2 **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.3 **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in

Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

- 10.4 **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
12. **INSURANCE:**
- 12.1 **Insurance Representations and Requirements:**
- A. CONTRACTOR, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of A-6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
  - B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
  - C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
  - D. If any of the insurance policies are not renewed prior to expiration, payments to the CONTRACTOR may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CONTRACTOR.
  - E. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- F. CONTRACTOR'S insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CONTRACTOR'S acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CONTRACTOR. CONTRACTOR shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CONTRACTOR to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/Designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR'S information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the CITY.

#### **12.2 Proof of Insurance – Certificates of Insurance**

- A. Prior to commencing work or services under this Agreement, CONTRACTOR shall furnish to CITY Certificates of Insurance, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CONTRACTOR, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. REQUIRED CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CONTRACTOR of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONTRACTOR from, or be deemed a waiver of CITY'S right to insist on, strict fulfillment of CONTRACTOR'S obligations under this Agreement.



### 12.3 Coverage

- A. Such insurance shall protect CONTRACTOR from claims set forth below which may arise out of or result from the operations of CONTRACTOR under this Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a SUBCONTRACTOR by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.
- B. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- C. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR'S employees;
- D. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR'S employees;
- E. Claims for damages insured by usual personal injury liability coverage;
- F. Claims for damages, other than to work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- G. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- H. Claims for bodily injury or property damage arising out of completed operations;
- I. Claims involving contractual liability insurance applicable to the CONTRACTOR'S obligations under the Indemnification Agreement;
- J. Claims for injury or damages in connection with one's professional services;
- K. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off-loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

**12.4 Commercial General Liability - Minimum Coverage Limits.** The Commercial General Liability insurance required herein shall be written for not less than \$2,000,000 limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of \$2,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$5,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CONTRACTOR'S operations and products, and completed operations.

**12.5 Automobile Liability.** CONTRACTOR shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR'S work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).



- 12.6. **Worker's Compensation and Employer's Liability.** CONTRACTOR shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CONTRACTOR'S employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

If CONTRACTOR is a sole proprietor and has no employees, CITY will accept a Sole Proprietor's waiver of Workers' Compensation benefits in lieu of Workers' Compensation insurance

In case any work is subcontracted, CONTRACTOR will require the SUBCONTRACTOR to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CONTRACTOR.

- 13 **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Administrator: Streets Division  
Contact: Al Fausto  
Mailing Address: PO Box 4008-MS 909  
Physical Address: 975 E Armstrong Bldg. C  
City, State, Zip: Chandler AZ 85244  
Phone: 480-782-3505  
FAX: 480-782-3495

In the case of the CONTRACTOR

Firm Name: SW Slurry Seal Inc  
Contact: Richard Francis  
Address: 22855 N 21<sup>st</sup> Ave  
City, State, Zip: Phoenix AZ 85027  
Phone: 623-285-1919  
FAX: 623-434-8805  
EMAIL: Rich.SWSS@Earthlink.net

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. **CONFLICT OF INTEREST:**

- 14.1 **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.
- 14.2 **Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3 **No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

15. **GENERAL TERMS:**

15.1. **Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

15.2. **Performance and Payment Bonds.** Within fifteen (15) days from the time a Contract is awarded, CONTRACTOR shall furnish fully executed Performance and Payment Bond (Labor and Materials) in such form and context as determined by CITY from a surety approved by CITY. Said bonds shall be in a sum no less than one hundred (100%) of the Contract price.

CITY has the option to forfeit said bonds if the Contract is terminated by the default of CONTRACTOR or if CITY determines that CONTRACTOR is unable or unwilling to complete the work as specified in the Contract Documents.

If the Contract schedule is not adhered to, and CITY determines that the work is unlikely to be completed within a reasonable time after the original target date, then CITY may terminate the Contract and collect the Performance Bond.

The Performance Bond will be reviewed annually and any increases in the contract amount will require bond to be increased and reissued.

15.3. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

15.4. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

15.5. **Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.

15.6. **Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on such changes.

15.7. **Independent CONTRACTOR.** The CONTRACTOR under this Contract is an independent CONTRACTOR. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

15.8. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

15.9. **Authority:** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this \_\_\_\_\_  
day of \_\_\_\_\_, 2012.

FOR THE CITY OF CHANDLER

FOR THE CONTRACTOR

\_\_\_\_\_  
MAYOR

By:   
Signature

ATTEST:

ATTEST: If Corporation

SEAL

\_\_\_\_\_  
City Clerk

  
Secretary

Approved as to form:


\_\_\_\_\_  
City Attorney 

EXHIBIT A

Contractor Immigration Warranty  
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the Immigration status of its employees.


By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number:	ST2-745-3068				
Name (as listed in the contract):	SOUTHWEST SLURRY SEAL INC.				
Street Name and Number:	22855 N 21 <sup>st</sup> AVE				
City:	PHOENIX	State:	AZ	Zip Code:	85027

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the Immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal Immigration laws and regulations, and A.R.S. § 23-214 related to the Immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Richard Francis

Title: President

Date (month/day/year): 01-12-2012

**EXHIBIT B  
TECHNICAL SPECIFICATIONS**

1. **DESCRIPTION.** This specification covers the materials, equipment and construction procedures for rut filling and/or resurfacing of existing paved surfaces. The micro surface shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregates, mineral filler, water and other additives, properly proportioned, mixed and spread on the pavement surface in accordance with this guideline and as directed by the Contract Administrator/designee.

CONTRACTOR shall provide CITY with the application of a Bituminous Slurry Seal and Micro Surface, Type II and Type III for the streets specified in each Project Agreement or group Project Agreement. CONTRACTOR shall provide a weekly schedule to the Contract Administrator/designee no later than the Wednesday prior to the work being performed the following week.

CONTRACTOR shall schedule and furnish all labor and equipment necessary to apply Microsurface or Slurry Seal Type II on streets designated by CITY. CONTRACTOR shall roll with pneumatic roller all Slurry/Micro sealed streets to establish a secure bond between aggregates and emulsions and reduce traffic tire scaring.

- 1.1 **TRAFFIC CONTROL.** CONTRACTOR shall provide any and all Traffic Control needed for all work under this Agreement in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and CITY Traffic Barricade standards. CONTRACTOR shall submit all traffic control plans to the City of Chandler Transportation and Development Department for approval before any work may progress. Traffic control shall include City of Chandler uniformed police officer as required. Uniformed police officer rate shall be billed and paid at the actual cost incurred by CONTRACTOR.

CONTRACTOR shall place "Bump" signs on both sides of speed humps with a lit vertical panel on the center of the speed hump until they are permanently striped.

CONTRACTOR shall utilize temporary chip seal tabs where striping is affected by application of Microsurface or Slurry Seal. CONTRACTOR shall remove temporary chip seal tabs only after permanent striping is complete. CONTRACTOR shall use a razor blade or similar tool to cut tabs off the temporary chip seal markers ensuring not to damage newly placed Microsurface or Slurry Seal.

- 1.2 **PERMITS, LICENSES.** Unless otherwise specified, CONTRACTOR shall obtain all permits and licenses required, to include but not limited to Maricopa Dust Control permits. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the completion of the work. CONTRACTOR shall also pay all charges of utility service companies for connections to the work and CITY shall pay all charges of such companies for capital costs related thereto, such as plant investment fees and system development fees.

- 1.3 **NOTIFICATION TO PUBLIC.** CONTRACTOR shall notify each residence and business when their street is to be surfaced at least 48-hours in advance of the work being done. This will provide adequate lead-time for residents to move vehicles from the streets. The notification should be done in writing by the use of "door hangers". The door hangers shall be placed in a secure manner on the front door of each residence or business or if not accessible, in a location which the owner will see and be able to read. Door hangers should be printed on some bright colored paper, which will be easily seen. Door hanger notices must be approved by the Contract Administrator/designee prior to being used. Items to be included on the door hangers are:

Date of work to be done  
Type of work – Slurry Seal surfacing  
CONTRACTOR –  
CONTRACTOR's phone number –

"No parking on street allowed for next 24-hours; if needed, cars will be towed at owner's expense. No sharp turns on slurry seal to reduce material scaring on street surfaces".

Ask resident not to drive on fresh slurry seal material – provide information to the residents as to how to remove slurry material from shoes, driveways or vehicles.

2. **COMPOSITION OF SLURRY SEAL MIXTURES.** A job mixture shall conform to the specification limits, and that is suitable for the traffic, climatic conditions, curing conditions, and final use. All materials shall be pre-tested for their suitability in the slurry seal mixture. The mixture shall attain initial set in not less than 5 minutes nor more than one hour. The setting time may be regulated by the addition of mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the gradation requirements listed in Table 3. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after lay-down. The mixture shall produce a skid-resistant surface.
- 2.1 **Determination of job mix.** All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal and to insure they meet the specifications set forth in Exhibit B. Tests will be used for design purposes to establish the percent of residual asphalt, water and accelerator to be used in the specified slurry seal.
3. **TRIAL APPLICATIONS.** CONTRACTOR shall place a test strip of 60 square yards in the area designated by the Contract Administrator/designee. The test sections shall be placed using the same equipment and methods as will be used on the job. Slurry mixtures placed in test strips shall conform to the design mix as determined by the tests with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.
4. **ASPHALT EMULSION.** The polymerized catatonic emulsion is herein classified as CSS-IH, quick setting, cationic type emulsion for mixing applications and seal coat. A minimum of 4% of solid polymer shall be high sheared into the asphalt prior to the emulsification process. Contract Administrator/designee may choose to sample the polymerized asphalt for testing. The amount of polymer shall be based on weight of polymer and asphalt (total weight) and be certified by the supplier. No latex will be allowed. The polymerized emulsion shall meet the following specifications listed in Table 1.

TABLE 1

TESTING DESCRIPTION PRODUCT NAME: PMQS-1H PRODUCT CODE: 13619	AASHTO TEST METHOD	RESULTS	SPECIFICATION LIMITS
<b>Test on Emulsion</b>			
Viscosity, @ 77 degrees F. SFS	T-59	20.1	18 - 50
24 Hr. Storage Stability %	T-59	0.23	1.0 Max
Particle Charge	D-244	Neg.	Negative
Sieve Test, WT %	T-59	0	0.10 Max
Residue by Distillation	D-244	61.7	57 Min.
<b>Test on Residue form D-244</b>			
Penetration, 25 degree C. 100g. 5 sec	T-49	47	35 – 75mm.
Penetration, 5 degree C. 200g. 60 sec	T-49	17	15 min
Softening Point degrees F.	T-53	136	125 Min
Abs. Viscosity 140 degree F. Poise	T-202	2100	4000 Max
Toughness N-m	D5801	209	150 min
Tenacity, N-m	D5801	121	110 min
Ductility, 25 degree C. 5cm	T-51	100+	100 Min
Solubility in TCE %	T-44	98	97.5
<b>Test on Residue from RTFOT</b>	T240		
RTFO Viscosity 140/140 degrees F. Poise	T-202	6522	1000 Max

TABLE 2

TESTING DESCRIPTION PRODUCT NAME: PMQCS-1H PRODUCT CODE: 13622	AASHTO TEST METHOD	RESULTS	SPECIFICATION LIMITS
<b>Test on Emulsion</b>			
Viscosity, @ 77 degrees F. SFS.	T-59	22.2	18 - 50
24 Hr. Storage Stability %	T-59	0.23	1.0 Max
Particle Charge	D-244	Pos.	Positive
Sieve Test, WT %	T-59	0	0.10 Max
Residue by Distillation	D-244	62.4	57 Min.
<b>Test on Residue form D-244</b>			
Penetration, 25 degree C. 100g. 5s	T-49	56	35 – 75mm.
Penetration, 5 degree C. 200g. 60s	T-49	19	15 min
Softening Point degrees F.	T-53	136	125 Min
Abs. Viscosity 140 degree F. Poise	T-202	2100	4000 Max
Toughness N-m	D5801	209	150 min
Tenacity, N-m	D5801	121	110 min
Ductility, 25 degree C. 5cm	T-51	100+	100 Min
Solubility in TCE %	T-44	98	97.5
<b>Test on Residue from RTFOT</b>	T240		
RTFO Viscosity 140/140 degrees F. Poise	T-202	6522	1000 Max

\*The emulsion upon standing undisturbed for a period of twenty-four (24) hours, shall show no white, milky colored substance on its surface, but shall be a homogeneous brown color throughout.

5. **MODIFIER TYPE AND CONTENT.** The modifier shall be solid. The asphalt cement shall contain a minimum of 4% solid polymer by weight of asphalt residue, sheared into the asphalt prior to



emulsification. Plant verification (by City forces) and certification of polymer type and content (by supplier) will be required throughout the duration of the contract. Each tank of emulsion produced shall be certified to meet these specifications. Each load of emulsion delivered to the project will be accompanied with a certificate of analysis. These certificates of compliance and analysis will be given to CITY as the material is made and/or delivered.

6. **AGGREGATE.** The min-aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. No natural sand will be allowed.

The percentage composition by weight of the aggregate shall conform to the nominated gradation selected from the following:

**TABLE 3  
PERCENT PASSING**

SIEVE SIZE	RUT FILLING	TYPE III	TYPE II
½	100	100	100
3/8	85-95	100	100
No. 4	55-75	70-90	85-100
No. 8	45-55	45-70	65-90
No. 16	25-40	28-50	45-70
No. 30	19-34	19-34	30-50
No. 50	10-20	12-25	18-30
No. 100	7-18	7-18	10-21
No. 200	5-15	5-15	5-15
Lbs. Per square yard	As required	30-35	18-25

The mineral aggregate and mineral filler shall have equivalency value not less than 50 (ASTM D 2419) and be non-plastic.

If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately in a manner that will result in a uniform and homogeneous blend. The final blended aggregate shall meet requirements for grading, sand equivalency and plasticity per above.

7. **MINERAL FILLER.** Mineral filler, required by the mix design, shall be any recognized brand of non-air entrained Type I normal Portland cement that is free of lumps and clods, with a minimum of 85% passing the #200 sieve added by weight of aggregate as specified by the mix design.
8. **WATER.** CONTRACTOR shall state the source of water at time of tendering. Water shall be potable and be compatible with the slurry ingredients used. CONTRACTOR shall be required to obtain a fire hydrant meter from the CITY if he intends on using CITY water. A deposit is required to obtain the meter and all water used will be charged to CONTRACTOR.

9. **ADDITIVES.** Additives may be used to accelerate or retard the breaking point and set times of the micro surface mix, or improve the resulting finished surface. The use of additives in the micro surface mix shall be supplied in quantities by the laboratory mix design.
10. **PROPORTIONING.** The micro surface mixture shall be proportioned in accordance with the mix design. Calibrated sign flow meters shall be provided to measure both the addition of water and additives shall be provided to measure both the additions of water and additives to the pug mill. Emulsion and cement flow shall be tied directly to aggregate flow. All additive flows shall be calibrated.

- 10.1 **The micro surface mixture shall be proportioned per the mix design to ensure:**
- a. Traffic-ability - with a relative humidity at not more than 50% and ambient air temperature of at least 77 degrees F, the material will permit uncontrolled traffic without damage to the surface within one (1) hour.
  - b. Prevent development of bleeding, raveling, separation or other distress for seven (7) days after placing the micro surface.

11. **MIX DESIGN:**

- 11.1 **Formula.** CONTRACTOR shall provide a job mix formula from an approved laboratory and present certified test results for the Contract Administrator/designee's approval. Compatibility of the aggregate and polymer modified asphalt emulsion shall be certified by the emulsion manufacturer. All the materials used in the job mix formula shall be representative of the material proposed by CONTRACTOR for use in the project.

- 11.2 **SPECIFICATIONS.** CONTRACTOR shall obtain written approval from the Contract Administrator/designee of the mix design prior to use. The specification limits are as follows:

Residual Asphalt	6% - 11.5% by dry weight of agg.
Mineral Filler	.1% - 1% by dry weight of agg.
Polymer Content/Type	4% min. (see section 5.)
Additive	As required for mix properties
Water	As required for mix properties
Aggregate Grading	Type as specified meeting sec. 6
Consistency	2.5 to 3.0 cm
Traffic Time	See section 10.1
Abrasion Loss	50 g/S.F. max.
Adhesion	90% minimum
Loaded Wheel Sand Adhesion	See section 11.4

- 11.3 **MODIFIED COHESION TEST.** CONTRACTOR shall furnish laboratory test data showing design to be trafficable one (1) hour after application at 77°F conforming to the following criteria in accordance with test methods described in Appendix III & IV (ADOT Standards).

Set Time Test	30 minutes 12 kg - cm minimum
Early Rolling Traffic Time	60 inutes 20 kg - cm minimum

- 11.4 **LOADED WHEEL SAND ADHESION TEST.** CONTRACTOR shall furnish laboratory test data

showing the mix design conforming to the following criteria in accordance with test methods described in Appendix III. (ADOT Standards)

Vehicles/day	Maximum Sand Adhesion
0-30	70 g/ft
250-1500	60 g/ft
1500-3000	55 g/ft
greater than 3000	50 g/ft

CONTRACTOR shall report the laboratory report the quantitative effects of moisture content in the unit weight of the aggregate (bulking affect). The report must clearly show the theoretical recommended proportion of aggregate, mineral filler (min & max.), water (min & max.), additive(s), and asphalt and how the proportion are based (dry aggregate weight, total mix. etc.).

12. **TESTING THE MICRO SURFACE.** CONTRACTOR shall take samples throughout the project for testing by the approved laboratory per ISSA TB101. Testing shall be at the expense of the contractor, for the following:
  - a. Asphalt content
  - b. Aggregate gradation
  - c. % Polymer content and type
13. **MIXING EQUIPMENT.** The mixing machine shall be a self-propelled or truck mounted mixing machine which shall be able to accurately deliver and proportion the aggregate, material filler, water, additive, and polymer modified asphalt emulsion to a revolving multi-blade mixer capable of minimum speeds of 200 RPM and discharge the product on a continual flow basis. The machine shall have sufficient storage capacity for aggregate, polymer modified asphalt emulsion, mineral filler, water, and additive to maintain an adequate supply to the proportioning controls.
14. **MATERIAL CONTROL:**
  - 14.1 **CALIBRATION.** CONTRACTOR shall calibrate each mixing unit to be used in the performance of the work prior to construction. Calibration data, if done within the calendar year, using the same material, may be used, providing a verification of the aggregate feed agrees.
  - 14.2 **WEIGHT CONTROL.** CONTRACTOR shall provide Individual volume or weight control for proportioning each material to be added to the mix, and shall make these accessible to the Contract Administrator/designee. CONTRACTOR shall calibrate and document each material control device prior to work, for inspection by the Contract Administrator/designee.
  - 14.3 **AGGREGATE FEED.** The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.
  - 14.4 **EMULSION PUMP.** The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time.
  - 14.5 **FINES FEEDER.** CONTRACTOR shall supply an approved fines feeder that will provide a uniform, positive, accurately metered range of 0-1 percent by dry aggregate weight. The fines feeder has to have a counter so the amount of mineral filler can be determined at any time.
  - 14.6 **LIQUID ADDITIVE.** The mixing machine shall be equipped with a liquid additive system that provides a

pre-determined amount of additive to the mixing chamber. This additive system must be equipped with a counter that can determine the amount used at any time.

- 14.7 **WATER SYSTEM.** The mixing machine shall be equipped with water system that provides a pre-determined amount of water to the mixing chamber. This water system must be equipped with a counter that can determine the amount used at any time.
- 15 **OPERATOR CONTROLS.** CONTRACTOR shall provide controls that will allow the operator to sequence and proportion the material per mix design.
- 15.1 **SPRAY BARS.** The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.
- 15.2 **SPREAD EQUIPMENT.** The paving mixture shall be spread uniformly by means of mechanical type lay-down box attached to the mixer, equipped with agitation, to spread the materials throughout the box without any dead zones. These paddles shall be designed and operated so all the fresh mix will be agitated. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with hydraulic cylinders for controlling the thickness of the spread mixture.

The rut filling spreader box shall have 6 to 8 foot skids to provide for leveling and filling uneven depressed areas. The rut filling spreader box will require two adjustable steel strike-off plates. The rear flexible seal shall act as a final strike-off and shall be adjustable. The steel strike-offs shall be controlled by hydraulic cylinders placed at the rear of the spreader box.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles of sidewalls. Any skips, lumps, or tears in the finished product will not be allowed.

16 **APPLICATION:**

- 16.1 **GENERAL.** The micro surface shall be of the desired consistency when deposited in the spreading box and nothing more shall be added to it. The mixing time shall be sufficient to produce a complete and uniform coating of the aggregate and the mixture shall be chuted into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.
- 16.2 **WEATHER.** The micro surfacing shall be placed when the temperature is at least 45 °F and rising, and is not raining. The surface temperature shall be 50°F or higher when the mixture is applied.

The micro surface shall not be applied unless the pavement temperature is at least 45°F and rising. The mixture shall not be applied during unsuitable weather.

- 16.3 **PROTECTION OF EXISTING SERVICES.** CONTRACTOR shall take all necessary precautions to prevent micro surface or other material used on the work from entering or adhering to grating, hydrants or valve boxes, manhole covers, bridge or culvert decks and other road fixtures. Immediately after surfacing the contractor shall clean off any such material and leave any such grating, manholes, etc., in a satisfactory condition.
- 16.4 **PREPARATION OF THE SURFACE.** Immediately before applying the bituminous material, CONTRACTOR shall clean the area to be surfaced of dirt, loose material, and other objectionable material. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas power brooms may be used. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds, which are growing in the joint between the street and concrete gutter.

CONTRACTOR shall not apply the bituminous material until an inspection of the surface has been made by the Contract Administrator/designee and he/she has determined that it is suitable.

- 16.5 **FOGGING PAVEMENT.** The surface will be pre-wetted by fogging ahead of the spreader box. The rate should be adjusted as dictated by the pavement temperatures, surface texture, humidity and dryness of existing pavement.
- 16.6 **MIX STABILITY.** The modified mix shall possess sufficient stability so that premature breaking of material in the spreader box should not occur. The mixture shall be homogeneous during the 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 courser aggregate.
- 16.7 **APPLICATION RATE.** The application rate, square yards per cubic yard of mix specified are average rates, the surface texture variation throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide micro surface thickness, which will completely fill the surface voids and provide an additional thickness not exceeding one and one half times the largest top-size stone. This requirement of 1 1/2 stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.
- 16.8 **JOINTS.** No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. A maximum of 4.0" overlay will be permitted on longitudinal joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and an odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted.

Construction joints shall be neat in appearance and shall be tapered or feathered to conform to the existing surfacing. All excess material shall be removed from the surface upon completion of each run.

- 16.9 **HAND WORK.** Approved squeegees and lutes shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required. Adequate methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. CITY barricade manual shall be the approved method of providing traffic control.
- 16.10 **PROTECTION OF MICRO SURFACE.** CONTRACTOR shall provide adequate means to protect the uncured product. Any damage done to the product shall be repaired at CONTRACTOR's expense.

Adequate methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic. CITY barricade manual shall be the approved method of providing traffic control.

- 16.11 **DAMAGE TO MICRO SURFACE.** CONTRACTOR's responsibility to replace micro surface damage by unexpected rain after spreading shall be limited to the period within four (4) hours of placement of the micro surface.

17 **QUICK SET SOLID POLYMER MODIFIED SLURRY SEAL - (TYPE II AND TYPE III).**

- 17.1 **DESCRIPTION.** This specification covers the materials, equipment and construction procedures for resurfacing of existing paved surfaces. The slurry seal shall be a mixture of polymer modified asphalt emulsion, mineral filler, water and other additives, properly proportioned, mixed and spread on the pavement surface in accordance with this guideline and as directed by the Contract Administrator/designee.

- 17.2 **EMULSIFIED ASPHALT - PMQS-h.** PMQS-h is designed for slurry seal applications where increased resistance to abrasion loss is required because of severe climate and traffic conditions associated with connectors, arterials or highway applications.

PMQS-h shall consist of refined asphalt cement modified with Styrene/Butadiene/Styrene (SBS) or Ethylene/Vinylacetate (EVA) synthetic rubber (no latex will be allowed.) The EVA or SBS shall be high sheared into the refined asphalt cement prior to the emulsification process. Once emulsified, the PMQS-h shall meet the following specifications.

**a. MATERIAL SPECIFICATIONS**

Test on Emulsion:	Method:	Min:	Max:
Viscosity, 77F, SayboltFurial, Sec	AASHTO T-59	15	90
Settlements, 5 day, %	AASHTO T-59		5
Storage Stability, 1 day, %	AASHTO T-59		1
Sieve, %	AASHTO T-59		0.1
Residue, %	AASHTO T-59	57	
Particle Charge, Electroplate	ASTM D-977	Negative	
Test on Residue:	Arizona 504		
Viscosity, @140F, Ps	AASHTO T-202		3000
Viscosity, @275F, Cst	AASHTO T-201	400	
Penetration, @39.2F, 200g/60s, dmm	AASHTO T-49	15	
Penetration, @77F, 100g/5s, dmm	AASHTO T-49	35	75
Ductility, @77F, 5cm/min, cm	AASHTO T-51	100	
Toughness, @77F, in-lbs.	(1)	150	
Tenacity, @77F, in -lbs.	(1)	110	
Softening Point, F	AASHTO T-53	125	
Polymer Content (by weight of residue), %	CAL-401	3.0	
Test on RTFO Residue:			
Viscosity, @140F, Ps	AASHTO T-202		8000
Ductility, @77F, 5 cm/min, cm	AASHTO T-51	100	

1. The base asphalt shall be modified prior to emulsification. The Contract Administrator/designee may sample the modified base for testing. The base shall meet the above residue properties.
2. Upon standing undisturbed for a period of 24 hours, the emulsion shall show no white milky film upon the surface.
3. The emulsion shall be pre-certified prior to use. A one quart sample, each of base asphalt and polymer, shall be supplied to the agency ten days in advance of the project start.
4. The required testing shall be done by a state certified laboratory.

**b. Test Reports and Certifications**

At the time of delivery of each shipment of asphalt, the vendor supplying the material will deliver to the purchaser certified copies of the test report. The test report shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and results of the specified tests. The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for the type and grade indicated. The certified test reports and the testing required in connection with the reports shall be at no cost to the agency.

Until the certified test reports and samples of the material have been checked by the Contract Administrator/designee to determine their conformity with the prescribed requirements, the material to

which such report relates and any work in which it may have been incorporated as an integral component, will be only tentatively accepted by the agency. Final acceptance will be dependent upon the determination by the Contract Administrator/designee that the material involved fulfills the prescribed requirements.

- 17.3 **AGGREGATE.** All aggregates and sand must be free flowing and free of lumps with no drag marks in final product. The mineral aggregate shall consist of sound, durable crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. No natural sand will be allowed. The percentage composition by weight of the aggregate shall conform to the nominated gradation from the following:

<u>SIEVE SIZE</u>	<u>TYPE III</u>	<u>TYPE II</u>
1/2	100	100
3/8	100	100
No. 4	70-90	85-100
No. 8	45-70	65-90
No. 16	28-50	45-70
No. 30	19-34	30-50
No. 50	12-25	18-30
No. 100	7-18	10-21
No. 200	5-15	5-15
Application Rate LBS/S.Y	23-32	18-24

The mineral aggregate and mineral filler shall have sand equivalency value not less than 50 (ASTM D 2419) and be non-plastic.

If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately in a manner that will result in a uniform and homogeneous blend. The final blended aggregate shall meet requirements for grading, sand equivalency and plasticity per above.

- 17.4 **MINERAL FILLER.** Mineral filler, required by the mix design, shall be Portland cement that is free of lumps.
- 17.5 **WATER.** The water is to be potable water free from any injurious impurities. Water shall be potable and be compatible with the slurry ingredients used. CONTRACTOR shall be required to obtain a fire hydrant meter from CITY if he intends on using CITY water. A deposit is required to obtain the meter and all water used will be charged to CONTRACTOR.
- 17.6 **ADDITIVES.** No additives will be added.
- 17.7 **PROPORTIONING.** The polymer modified slurry seal shall be proportioned in accordance with the mix design. The slurry seal machine shall be equipped with revolution counters and flow meters to accurately measure the percentage of emulsion, water and cement to the pounds of aggregate delivered to the machine mixer.
- 18 **MIX DESIGN:**
- 18.1 **REQUIREMENTS.** CONTRACTOR shall submit for approval a complete mix design prepared and certified by an independent certified laboratory. Compatibility of the aggregate, polymer modified



emulsion, mineral filler and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate and gradation that the contractor will use on the project. The mix design shall clearly show the recommended percentages of each material required. Minor adjustments may be required during the construction, based on field conditions.

- 18.2 **MATERIALS.** All component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the projects.

18.3 **TESTS REQUIRED FOR THE MIX DESIGN:**

<u>TEST</u>	<u>QUALITY</u>	<u>SPECIFICATION</u>
AASHTO T176 ASTM D2419	Sand Equivalent	50 Min
AASHTO T96 ASTM C88	Soundness	15% Max using Na <sub>2</sub> SO <sub>4</sub> or 25% Max using MgSO <sub>4</sub>
AASHTO T96 ASTM C131	Abrasion Resistance	35% Max
ISSA TB115	Compatibility	Compatibility
ISSA TB100	Wet Track Abrasion	50g/SF Max

- 18.4 **LABORATORY REPORT.** The laboratory shall further report their quantitative effects of moisture content in the unit weight of the aggregate (bulking effect.) The report must clearly show the theoretical recommended proportion of aggregate, mineral filler (min & max), water (min & max), additive(s), and asphalt and how the proportions are based (dry aggregate weight, total mix, etc.) The Contract Administrator/designee shall approve the mix design prior to use. The component materials shall be within the following limits.

Residual Asphalt	6% to 11.5% by dry weight of agg
Mineral Filler	.1% to 1.5% by dry weight of agg
Polymer Content/Type	3% min. (see Section 5.)
Water	As required for mix properties
Aggregate Grading	Type as specified
Slurry Seal Type II	Use approximately 15% emulsion by dry weight of aggregate
Slurry Seal Type III	Use approximately 13% emulsion by dry weight of aggregate

- 19 **TESTING THE POLYMER MODIFIED SLURRY SEAL.** Samples will be taken throughout the project for testing by the approved laboratory. Testing shall be at the expense of the agency, for the following:

- Asphalt Content
- Aggregate Gradation

- 19.1 **MIXING EQUIPMENT.** The mixing machine shall be a self-propelled or truck mounted mixing machine which shall be able to accurately deliver and proportion the aggregate, mineral filler, water, additive, and polymer modified asphalt emulsion to a revolving multi-blade mixer capable of minimum speeds of 200 RPM and discharge the product on a continual flow basis. The machine shall have sufficient storage capacity for aggregate, polymer modified asphalt emulsion, mineral filler, water, and additive to

maintain an adequate supply to the proportioning controls.

The machine shall be equipped with mechanical and electronic counters to accurately measure and calibrate the revolutions of the conveyor delivering slurry aggregate to the pug mill. Each machine shall also be equipped with a positive displacement pump and digital read-out counter, to accurately measure and display in gallons, the quantity of emulsified asphalt delivered to the pug mill. Counters and meters shall be repaired or replaced immediately upon discovery of inaccuracy. The machine will not be used until measuring devices are repaired.

## 20 MATERIAL CONTROL.

### 20.1 CALIBRATION. Each mixing unit to be used in the performance of the work shall be calibrated prior to construction.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided, and shall be accessible by the Contract Administrator/designee. Each material control device shall be calibrated prior to work and documented for inspection by the Contract Administrator/designee.

### 20.2 AGGREGATE FEED. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

### 20.3 EMULSION PUMP. The emulsion pump shall be the positive displacement type with a jacketed housing for uniform heating. A revolution counter or similar device shall be fitted so that the amount of emulsion used may be determined at any time. The readout of this device shall be in gallons.

### 20.4 FINES FEEDER. The fines feeder will provide a uniform, positive, accurately metered range of 0-1 percent by dry aggregate weight. The fines feeder must have a counter so that the amount of mineral filler can be determined at any time.

### 20.5 WATER SYSTEM. The mixing machine shall be equipped with a water system that provides a pre-determined amount of water to the mixing chamber. The water system must be equipped with a counter that can determine the amount used at any time.

### 20.6 OPERATOR CONTROLS. Controls will allow the operator to sequence and proportion the material per the mix design.

### 20.7 SPRAY BARS. The mixing machine shall be equipped with a water pressure system that provides a water spray immediately ahead of and outside the spreader box.

### 20.8 SPREAD EQUIPMENT. The paving mixture shall be spread uniformly by means of mechanical type laydown box attached to the mixer, equipped with agitation, to spread the materials throughout the box without any dead zones. These paddles shall be designed and operated so all the fresh mix will be agitated. Flexible seals, front and rear, shall be in contact with the road surface to prevent loss of mixture from the box. The spreader box shall be equipped with an adjustable strike-off for controlling the thickness of the spread mixture and hydraulic cylinders to adjust the width of the laydown box. Any surface drag marks will be immediately corrected.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles or sidewalls. Any skips, lumps or tears in the finished product will not be allowed.

## 21 APPLICATION.

### 21.1 GENERAL. The polymer modified slurry seal shall be of the desired consistency when deposited in the spreading box and nothing more shall be added to it. The mixing time shall be sufficient to produce a

complete and uniform coating of the aggregate and the mixture shall be chuted into the moving spreader box at a sufficient rate to maintain an ample supply across the full width of the strike-off squeegee at all times.

- 21.2 **WEATHER.** The mixture shall be placed when the temperature is at least 45°F and rising, and is not raining. The surface temperature shall be 50°F or higher when the mixture is applied. The slurry seal shall not be applied unless the pavement temperature is at least 45°F and rising. The mixture shall not be applied during unsuitable weather.

21.3 **PROTECTION OF EXISTING SERVICES.**

CONTRACTOR shall take all necessary precautions to prevent slurry seal or other material used on the work from entering or adhering to gratings, hydrants or valve boxes, manhole covers, bridge or culvert decks and other road fixtures. Immediately after surfacing, CONTRACTOR shall clean off any such material and leave any such grating, manholes, etc. in a satisfactory condition.

Immediately before applying the bituminous material, the area to be surfaced shall be cleaned of dirt, loose material, and other objectionable material. In urban areas, the surface shall be cleaned with a self-propelled pick-up sweeper. In rural areas, power brooms may be used. When necessary, cleaning shall be supplemented by hand brooms. This also includes the removal of grass or weeds, which are growing in the joint between the street and concrete gutter. No overlap of slurry/micro seal will be permitted in the curb and gutter. Any overlap will be cleaned to remove excess material.

The bituminous material shall not be applied until an inspection of the surface has been made by the Street Superintendent and he has determined that it is suitable.

- 21.4 **FOGGING PAVEMENT.** The surface should be pre-wetted by fogging ahead of the spreader box. The rate should be adjusted as dictated by the pavement temperatures, surface temperatures, humidity and dryness of existing pavement.

- 21.5 **MIX STABILITY.** The modified mix shall possess sufficient stability so that premature breaking of material in the spreader box should not occur. The mixture shall be homogeneous during the 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.

- 21.6 **APPLICATION RATE.** The application rates are average rates. The surface texture variation throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide a thickness, which will completely fill the surface, voids and provide an additional thickness not exceeding one and one half times the largest top-size stone. This requirement of 1 1/2 stone depth does not apply to rut filling operations as these depths vary greatly according to the surface irregularities.

- 21.7 **JOINTS.** No excessive buildup or unsightly appearance shall be permitted on longitudinal joints. CONTRACTOR shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they cannot be the last pass of any paved area. Care shall be taken to ensure straight lines along curb and shoulders. No runoff on these areas will be permitted. Transverse joints shall be squared off so that a uniform transition is obtained at all transverse joints. Excess material as a result of squaring the joint will be removed by CONTRACTOR.

- 21.8 **HAND WORK.** Approved hand squeegees and lutes shall be used to spread the mixture in areas inaccessible to the spreader box and other areas where hand spreading may be required.

- 21.9 **SURFACE PREPARATION AND TRAFFIC CONTROL.** Adequate methods such as barricades, flagmen, pilot cars, etc., shall be used to protect the uncured slurry surface from all types of traffic.

CITY barricade manual shall be the approved method of providing traffic control.

- 22 **PAYMENT.** The polymer modified slurry seal shall be paid by the weight of the aggregate and weight of emulsified asphalt, as shown on certified weight tickets from the supplies delivered to the project, less weigh backs. The price shall be full compensation for furnishing, mixing, and applying all materials; and for all labor, equipment, tools, design tests, and incidentals necessary to complete the job as specified herein.
- 23 **MACHINE CALIBRATION AND VERIFICATION.** Each mixing unit is to be used during the contract shall be calibrated prior to construction and proven to the Contract Administrator/designee during the test strips. All mixing units to be used on the job shall be approved prior to start of construction. Any costs associated with calibration shall be incidental to the project. Documentation shall include an individual calibration of each material at various settings, which can be related to the machines' metering devices. No machine will be allowed to work on the project unless the calibration has been completed and accepted. The method used to calibrate the machines shall be submitted to the Contract Administrator/designee for approval prior to calibration. Verification is to be performed with test strips. This shall include pre and post weighing of the slurry seal trucks. Re-calibration shall be required whenever counters or measuring devices are discovered to be in error. Any costs associated with recalibration shall be incidental to the project and no additional time will be granted.
- Test strips will be made by each machine prior to construction. Samples of the slurry seal will be taken and tested as to mix consistency, proportioning and application rate. Upon failure of any tests, re-tests shall be made at CONTRACTOR's expense. Any unit failing to pass the tests will not be permitted to work on the project.
- 24 **JOINTS, LINES AND HAND WORK.** No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. CONTRACTOR shall provide suitable width spreading equipment to produce the minimum number of longitudinal joints to comply with the traffic regulations necessary throughout the project. Half passes and odd width passes will be used only when required.
- 25 **EQUIPMENT REPLACEMENT.** Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by CONTRACTOR as no cost to the City. The Contract Administrator/designee shall determine if the equipment and/or finished product is in compliance.
- 26 **PROTECTION OF COVERS.** All utility appurtenances and survey monuments, i.e. manholes, valves, etc., shall be protected from slurry seal. A squeegee method will not be permitted. CONTRACTOR shall submit the method to be used to the Contract Administrator/designee for approval prior to work commencement. All utility appurtenances and survey monuments shall be marked outside the slurry portion of the pavement with the offset and location prior to seal coating. All above mentioned will be cleaned, uncovered, and returned back to original condition before work is considered complete.
- 27 **PARKING LOT RESURFACING.** The possibility exists that there will be some work involving the resurfacing of CITY owned parking lots. The following information should be considered when calculating a unit price for this work.

The material will be the same as requested in the specification, Type II Slurry Seal with polymer added or Microsurface.

CONTRACTOR will provide any and all traffic control needed. CITY will provide all sweeping and cleaning needed in the parking lots and will be responsible for having all the vehicles removed. CONTRACTOR shall provide for all labor, equipment, materials, bond, insurance and overhead in his unit price quoted for this work.

- 28 **TRAFFIC STRIPING.** All striping will be completed within 72 hours of a street being sealed. School crossings will be striped within 24 hours of the street being sealed.

Lit barricades and signs will be placed on cross walk areas, school crossing and speed humps until they are permanently striped. The temporary roll out dot will be placed for the school crossing guards until CONTRACTOR paints the circle for the crossing guard.

All striping will follow the CITY Standard Detail and Specification book. All striping will be pre-inventoried and laid out by CONTRACTOR. All striping must be reviewed and accepted by CITY Traffic before the work is started. Failure to do this CONTRACTOR will be liable for all costs related to the removal and replacement of the striping.

All paint is to be Traffic rated paint, not oil based. Paint to be 15 mil and thermo plastic 125 mil thick. Cold Plastic brand name for tape.

**EXHIBIT C  
PRICE LIST**

ITEM NO.	DESCRIPTION	QUANTITY*	UNIT PRICE	EXTENDED TOTAL
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**Slurry TYPE II (Approximately 130,000 Square Yards)**

1.	PMQS-h	200 Tons	\$896.00	\$179,200.00
2.	PMCQS-1h	200 Tons	\$896.00	\$179,200.00
3.	Dry Aggregate	1,500 Tons	\$56.00	\$84,000.00

**TOTAL ITEMS 1-3 - \$442,400.00**

**Micro Surfacing (Type II) Approximately 302,000 Square Yards)**

ITEM NO.	DESCRIPTION	QUANTITY*	UNIT PRICE	EXTENDED TOTAL
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4.	CSS-1h	250 Tons	\$935.00	\$233,750.00
5.	Dry Aggregate (type II)	2,100 Tons	\$58.25	\$122,325.00

**TOTAL ITEMS 4-5 - \$356,075.00**

NOTE: All striping quantities are based on 4" equivalent.

ITEM NO.	DESCRIPTION	QUANTITY*	UNIT PRICE	EXTENDED TOTAL
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6.	4" Solid Yellow Traffic Paint	15,000 LF	\$0.18	\$2,700.00
7.	4" Solid White Traffic Paint	17,500 LF	\$0.18	\$3,150.00
8.	6" Solid White Traffic Paint	39,000 LF	\$0.18	\$7,020.00
9.	8" White Thermoplastic	48,500 LF	\$0.75	\$36,375.00
10.	12" White Thermoplastic	22,500 LF	\$1.11	\$24,975.00
11.	18" White Thermoplastic	10,000 LF	\$1.11	\$11,100.00
12.	24" White Thermoplastic	600 LF	\$1.11	\$666.00
13.	RRX Symbol (per MUTCD)	3 SET	\$325.00	\$975.00
14.	Yellow School Crosswalk	1 SET	\$521.00	\$521.00
15.	Yellow School Roll Out Dot	3 EA	\$45.00	\$135.00
16.	Turn Arrows Thermoplastic	100 EA	\$143.00	\$14,300.00

17.	Bike Lane Symbol	35 EA	\$110.00	\$3,850.00
18.	Speed Hump Striping	3 SET	\$521.00	\$1,563.00
19.	Blue Fire Hydrant Reflectors (Per City of Chandler Standard Detail C-306)	250 EA	\$3.60	\$900.00
20.	Temporary Chip Seal Tabs	2,000 EA	\$2.00	\$4,000.00
21.	Raised Pavement Markers	2,000 EA	\$3.60	\$7,200.00
22.	Traffic Control	20 DAYS	\$1,350.00	\$27,000.00
23.	CoC Uniformed Police Officer (Contractor to be paid actual cost of hiring Police Officer)	N/A	N/A	<u>\$20,000.00</u>

**GRAND TOTAL ITEMS 1 THROUGH 23**

**\$964,905.00**

**PRICING INCLUDES TAX**

\*Quantities are estimates ONLY and are not guaranteed. Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by CITY. CITY reserves the right to increase or decrease the quantities actually required.

Price shall include all charges for all materials, labor, construction equipment, incidental expenses, general conditions, supervision, taxes, insurance, overhead and profit.

**Parking Lot Resurfacing:**

CONTRACTOR should consider the following information:

- i. The material will be the same as requested in the specification, Type II Slurry Seal with polymer added or micro surface.
- ii. CONTRACTOR will provide any and all Traffic control needed. CITY will provide all sweeping and cleaning needed in the parking lots and will be responsible for having all the vehicles removed. CONTRACTOR shall provide for all labor, equipment, materials, bond, insurance and overhead in his unit price bid for this work.

1. Unit Price to slurry seal Parking Lot                      \$2.50 per sq. yd. complete in place
2. Unit Price to micro seal Parking Lot                      \$2.70 per sq. yd. complete in place

Additional quantities and materials for this work will be paid for at the contract price per unit of measurement for each of the following pay items as indicated in the bid.

Emulsified asphalt for slurry	Ton (undiluted)
Aggregate for slurry	Ton
Striping	Lineal Foot (LF)



**EXHIBIT D1  
BID BOND**

ARIZONA STATUTORY BID BOND PURSUANT TO  
TITLES 28,34 AND 41.  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_, (hereinafter Principal), as Principal, and \_\_\_\_\_, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in \_\_\_\_\_, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, held and firmly bound unto \_\_\_\_\_, (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and the Surety bind themselves, and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for:  
**Slurry Seal & Micro Seal Materials & Installation; Bid No. ST2-745-3068**

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise to remain in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal _____	SEAL	SURETY _____
By: _____	SEAL	By: _____
Attorney-in-Fact		
Its: _____		AGENCY OF RECORD _____
		AGENCY ADDRESS _____

**EXHIBIT D2  
PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the Bond amount)

KNOW ALL MEN BY THESE PRESENTS: That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the law of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Chandler, County of Maricopa, State of Arizona, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for **Slurry Seal & Micro Seal Materials & Installation; Bid No. ST2-745-3068**, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants terms, conditions, and agreements of said contract during the original term of said Contract and any extensions thereof, with or without notice to the Surety, and during the life of any warranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of conditions of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title, Chapter and Article, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT OF RECORD

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
AGENT ADDRESS

**EXHIBIT D3**  
**PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND  
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES  
(Penalty of this Bond must be 100% of the Contract amount)

**KNOW ALL MEN BY THESE PRESENTS:**

THAT: \_\_\_\_\_ (hereinafter "Principal"), as Principal, and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, holding a certificate of authority to transact  
surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter  
2, Article 1, as Surety, are held and firmly bound unto the City of Chandler, (hereinafter "Obligee") County of  
Maricopa, State of Arizona, in the amount of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and  
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the City of Chandler, dated the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **Slurry Seal & Micro Seal Materials &  
Installation; Bid No. ST2-745-3068**, which Contract is hereby referred to and made a part hereof as fully and to  
the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly  
pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's  
subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it  
remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2,  
Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the  
provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same  
extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney  
fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ AGENT OF RECORD	_____ PRINCIPAL SEAL
_____ AGENT ADDRESS	_____ BY _____ SURETY SEAL

