

SERIAL 08059 IGA ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE

DATE OF LAST REVISION: May 01, 2008

CONTRACT END DATE: June 30, 2008

**CONTRACT PERIOD BEGINNING APRIL 30, 2008
ENDING JUNE 30, 2008**

TO: All Departments

FROM: Department of Materials Management

**SUBJECT: Contract for ASPHALT EMULSION SLURRY SEAL & MICRO
SURFACE**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the City of Chandler Contract ST6-745-2260. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at: http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 7458402.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

CONTRACT FOR SERVICES
Asphalt Emulsion Slurry Seal & Micro Surface
BID No. ST6-745-2260

This CONTRACT is made this _____ day of _____, 2006, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY"), and Southwest Slurry Seal, Inc. (hereinafter referred to as "CONTRACTOR").

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.1 The Contract Documents for each project shall include:
- This Annual Contract,
 - The CONTRACTOR's Performance Bond and Payment Bond
 - The City's Standard General Conditions for Construction Projects to the extent they do not conflict with this or the Project Agreement and are applicable to the project,
 - Supplementary Conditions, if any,
 - The Project Agreement for that job order,
 - Work Change Directives or Change Orders, if any, and
 - The project plans including project design and shop drawings for each project if applicable.
- 1.2. The following CITY standard forms are attached hereto and made a part hereof and shall be used as referenced herein:
- A. Application for Payment
 - B. Certificate of Completion
 - C. Contractor's Affidavit of Settlement of Claims
 - D. Request for Change Order
- 1.3. The definitions contained in CITY's Standard General Conditions for Construction Projects apply to this Agreement with the following clarifications:
- 1.3.1. Project Designer: When a Project Agreement requires CONTRACTOR to provide design services for the Project, those rights, duties and responsibilities assigned by the City's Standard General Conditions for Construction Projects to the Project Designer shall be performed by CONTRACTOR except those which require final decisions on behalf of City, in which case City shall make the final determination.
- 1.3.2. Contract and Contract Documents: Include the documents listed in Section 1.1 and 1.2 hereinabove.

ARTICLE 2 – OWNER'S REPRESENTATIVE

- 2.1. CITY has appointed an OWNER'S REPRESENTATIVE to manage this Contract and will appoint an OWNER'S REPRESENTATIVE to represent the CITY for each Project Agreement. The OWNER'S REPRESENTATIVE will assume all duties and responsibilities and will have all rights and authority assigned to the OWNER'S REPRESENTATIVE in the contract documents in connection with completion of the work. Any references to the Engineer or Project Engineer mean the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE does not have authority to verbally authorize any changes in the scope of work in any Project Agreement which would change the contract price or contract time as such changes must be by written Change Orders executed by appropriate CITY staff.
- 2.2. CONTRACTOR shall obtain the approval from the OWNER'S REPRESENTATIVE of all Materials, the mix design and proportioning prior to the start of any construction. CONTRACTOR

shall supply to OWNER'S REPRESENTATIVE certificates of compliance with each delivery of materials.

ARTICLE 3 – DESCRIPTION OF WORK

3.1 This is an indefinite quantity and indefinite delivery Annual Contract for general contracting construction services, together with engineering services as necessary, and may include, but not be limited to the application of Asphalt Emulsion Seal Seal/Micro Surface, to streets designated by the City. The Contractor shall furnish all labor, material and equipment necessary for the application of a Bituminous Slurry Seal and Micro Surface, Type II and Type III, to place the material specified, primarily on residential and collector streets, all as more particularly described in Exhibit A, attached hereto and incorporated herein by reference. This Contract does not include the application of Coal Tar Slurry Seals. For any project determined by CITY to be appropriate for this Annual Contract, CITY will issue a delivery order to CONTRACTOR, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. **Although CITY anticipates that CONTRACTOR will be issued a substantial amount of work, the total cost of work issued to CONTRACTOR by the City of Chandler in any one-year contract term will not exceed Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00).**

CONTRACTOR is not guaranteed any minimum amount of work or any jobs at all. CONTRACTOR is aware that there is more than one Contractor who has been awarded an Annual Contract for this type of work. CITY reserves the right and will issue delivery orders based on ability of CONTRACTOR to meet CITY's work schedule and the availability of trades and expertise in relation to each project.

- 3.2** CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract and the Project Agreement, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents, including the Contract Specifications attached hereto as Exhibit A and incorporated herein by reference.
- 3.3** CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be solely responsible for coordination of all of the work. CONTRACTOR shall supervise, direct and cooperate fully with all subcontractors, manufacturers, fabricators, suppliers, distributors, installers, testing agencies and all others whose services, materials or equipment are required to ensure completion of the Work within the Contract Time. CONTRACTOR shall also coordinate their Work with the work of others, including work to be done by CITY, to assure compliance with schedules.
- 3.4** CONTRACTOR will provide any and all Traffic Control needed for all work under this Contract in accordance with MUTCD and CITY Traffic Barricade Design-Technical Design Manual #7.
- 3.5** CONTRACTOR shall provide sufficient work crews to complete every Project on schedule. The crews will work approximately eight (8) hours per day, five (5) days per week, Monday through Friday, excluding official CITY holidays.
- 3.5.1** CONTRACTOR shall appoint a crew leader for crew supervision and work coordination with CITY's Project Inspector or Supervisor. The Project Supervisor will be advised before 3:30 p.m. each day of the planned work location for the following day. The crew leader shall advise the CITY Supervisor immediately of equipment breakdown or other delays affecting the progress of the work.
- 3.6** CONTRACTOR shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. CONTRACTOR shall maintain all equipment, tools and machines used

in the performance of this work in satisfactory working conditions at all times to ensure a high quality product.

- 3.7 CONTRACTOR shall schedule and furnish sufficient labor, equipment and materials to apply a minimum of 170 tons of slurry seal per day.
- 3.8 CONTRACTOR shall provide all materials necessary for the performance of the work in accordance with the specifications set forth herein. The contractor shall be responsible for the safety of all materials of which he has taken delivery, until they are installed in the road surface and accepted by CITY. CONTRACTOR shall take all necessary precaution to avoid loss by fire or theft, or damage by water and shall bear the cost of replacing any such material that is lost, split, destroyed or damaged after delivery is affected.
- 3.9 Analysis And Test. Unless otherwise specified, materials purchased will be inspected by CITY as to meeting the quality and quantity requirements of this Contract. When deemed necessary, CITY will take samples of materials at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by CONTRACTOR.
- 3.10 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 A. 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.
- 3.11 Notification of 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 read. Door hangers should be printed on some bright colored paper, which will be easily seen. Door hanger notices must be approved by CITY before being used. Items to be included on 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.

ARTICLE 4 - Standards

- 4.1 Construction materials, methods and procedures of the Project shall be in accordance with the requirements of the latest edition of the following separate documents except as modified and supplemented by these Contract Documents:
- A. Current City of Chandler City Code, including, but not limited to, Engineering Standard Specifications and Details and CITY Traffic Barricade Manual and all applicable state and federal laws and regulations.
- B. The portions of Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction (MAG Standard Specifications and Details) adopted by CITY.

- C. In addition the following agencies, specifications and test methods are applicable to the construction of this product and may be used as appropriate.

ASHTO - American Association of State Highway and Transportation Officials
ASTM - American Society for Testing Materials
ISSA - International Slurry Surfacing Association
ADOT - Arizona Department of Transportation

- D. All services on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

ARTICLE 5 - CONTRACT TERM AND DELIVERY

- 5.1 The term of this Contract is one (1) year commencing on the date the Contract is executed by the last party to sign, with CITY reserving the option to extend the Contract for four (4) additional terms of one (1) year each.
- 5.2 Within ten (10) days of the date CITY issues a delivery order, CONTRACTOR shall submit to CITY a construction progress schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the work, including any Milestones specified in the Project Agreement and as more fully described herein. The construction progress schedule agreed upon by the parties shall be included as a part of the Project Agreement. Where applicable, such schedule shall include a schedule for project design and engineering, a schedule of shop drawings submission, and where applicable, a schedule of values of the work. These schedules shall be satisfactory in form and substance to OWNER'S REPRESENTATIVE. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. The unit prices for each Project Agreement shall be those included in Exhibit B attached hereto and incorporated herein by reference. In the event there is not a unit price listed on Exhibit B for any portion of the work, CONTRACTOR shall propose a fair and reasonable unit price to be included for that Project. Upon acceptance of these schedules by CITY, they shall be incorporated into the Project Agreement.
- 5.3 **Time is of the essence.** All of the time limits for Milestones, if any, substantial completion, and completion and readiness for final payment as stated in the Project Agreement, are of the essence of both the Project Agreement and this Job Order Contract.
- 5.4 Failure of CONTRACTOR to perform any covenant or condition contained herein and in the Project Agreement within the time periods specified therein, shall constitute a material breach of both the Project Agreement and this Job Order Contract, entitling CITY to terminate either or both the Project Agreement and this Job Order Contract, unless CONTRACTOR applies for and receives an extension of time in accordance with the procedures set forth herein. The amount of Liquidated and Special Damages, if appropriate, will be established in each Project Agreement.
- 5.5 The CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in this Annual Contract or in the Project Agreement. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Annual Contract and also of the Project Agreement, entitling CITY to all the remedies set forth herein or provided by law.

ARTICLE 6 - CONTRACT PRICE

- 6.1 CITY shall pay CONTRACTOR for completion of each project the amount specified in each Project Agreement at the unit prices set forth in Exhibit B attached hereto and incorporated herein by reference.

6.2 Within ten (10) days of the date CITY issues a delivery order CONTRACTOR shall submit to CITY a cost estimate for such work together with supporting data as requested by CITY and based on the Unit Prices set forth in Exhibit B. Upon acceptance of the cost estimate this price shall be inserted into the Project Agreement. For more complex Projects CITY may specify a longer period of time for CONTRACTOR to complete the price estimate.

6.3 Quantities and materials for this work will be paid for at the contract price per unit of measurement for each of the pay items as indicated in Price List attached hereto as Exhibit B and incorporated herein by reference.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Permits, Engineering & Design

7.1.1 Unless otherwise specified in the Project Agreement, CONTRACTOR shall obtain all construction permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution 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.

7.1.2 CONTRACTOR shall provide Engineering design as necessary or required for construction and permitting purposes and as further provided in the Project Agreement.

7.2 Plans, Shop Drawings and Samples

7.2.1 CITY shall provide to CONTRACTOR the Project Scope of Work and Project Program or group of projects issued for each Project issued to CONTRACTOR.

7.2.2 For each Project issued, when requested by CITY, CONTRACTOR shall prepare or cause to be prepared and submit to CITY for approval, a Schematic Design and Design Development Package and the Construction Documents Package. Such documents shall be signed and/or stamped by such licensed professionals as deemed necessary by CONTRACTOR.

7.2.3 After CITY review and approval of the Schematic Design and Design Development Package and Construction Documents Package, CONTRACTOR shall submit to CITY for review and approval, in accordance with the accepted schedule of shop drawing or material mix design submissions, copies of all shop drawings or material mix designs, which shall have been checked by and stamped with the approval of CONTRACTOR.

A. CITY'S review and approval of shop drawings or samples shall not relieve CONTRACTOR from responsibility for any deviations from the contract documents unless CONTRACTOR has in writing called CITY'S attention to such deviation at the time of submission and CITY has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by CITY relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings or samples.

B. If CONTRACTOR believes that any shop drawing or communication relative thereto justifies an increase in the contract price or contract time, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12 of the City's General Conditions for Construction Contracts.

7.3 **Correction of Mistakes.** CONTRACTOR shall be responsible for the completeness and accuracy of the work prepared or compiled under CONTRACTOR's obligation for this project and shall correct, at CONTRACTOR's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the

project on architectural or engineering drawings and specifications shall be accomplished by CONTRACTOR. The cost of the design necessary to correct those errors attributable to CONTRACTOR and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to CONTRACTOR and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved CONTRACTOR's work shall in no way relieve CONTRACTOR of any of its responsibilities.

8. ARTICLE 8 - LIQUIDATED AND SPECIAL DAMAGES

- 8.1. Liquidated Damages: CITY and CONTRACTOR recognize that time is of the essence of both this Annual Contract and the Project Agreement and that CITY will suffer financial loss, in addition to and apart from the costs described herein above, if the work and/or portions of the work are not performed and completed within the times specified in the Project Agreement, plus any extensions thereof allowed in accordance with this Annual Contract. CITY and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the work or portion of the work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that liquidated damages for delay (but not as a penalty) are appropriate and that the actual dollar amount per day shall be determined in each Project Agreement for each calendar day that expires after the time specified in the Project Agreement for substantial completion until the work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY the amount set forth in the Project Agreement for each day that expires after the time specified in the Project Agreement for final completion and readiness for final payment.
- 8.2. Special Damages: In addition to the amount provided for liquidated damages, CONTRACTOR shall pay CITY the actual costs reasonably incurred by CITY for the CITY'S REPRESENTATIVE, engineering and inspection forces employed on the work for each day that expires after the time specified in the Project Agreement for final completion, including any extensions thereof made in accordance with this Annual Contract, until the work is finally complete.

9. ARTICLE 9 - BONDS AND INSURANCE

9.1. Performance, Payment And Other Bonds

CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, as security for the faithful performance and payment of all CONTRACTOR'S obligations under this Annual Contract and each of the Project Agreements, provided; however, in the event the total cost of projects concurrently in progress by CONTRACTOR exceeds **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**. then CONTRACTOR shall increase each bond to an amount equal to that estimated by CITY as the cost of construction remaining to be done by CONTRACTOR for that year.

- 9.1.2.1. With the performance and payment bonds CONTRACTOR, shall provide a copy of the surety company's Certificate of Authority, said copy to have been certified by the Arizona Department of Insurance. These Bonds shall remain in effect during the warranty period for all work performed under this contract after the date of final payment. All Bonds shall be in the form specified by A.R.S. §34-608 and be executed by such sureties as:
- A. Are licensed to conduct business in the State of Arizona and have an agent for service of process in Arizona;
 - B. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department; and

C. Are acceptable to CITY.

9.1.3 All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

9.1.4 If the surety on any bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or it ceases to meet the requirements of Paragraph 18.1.2, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to CITY.

9.2 Contractor's Insurance

9.2.1 CONTRACTOR, at CONTRACTOR's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or above and licensed to do business in the State of Arizona with policies and forms satisfactory to CITY.

9.2.2 All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of CITY, constitute a material breach of this contract.

9.2.3 CONTRACTOR's insurance shall be primary insurance, and any insurance or self insurance maintained by CITY shall not contribute to it.

9.2.4 Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect CITY.

9.2.5 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the CONTRACTOR's work or service.

9.2.6 The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to CITY under such policies. CONTRACTOR shall be solely responsible for deductible and/or self-insured retention and CITY, at its option, may require CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

9.2.7 Upon execution by CONTRACTOR of this Contract, CONTRACTOR shall furnish to CITY 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 the CITY'S right to insist on strict fulfillment of CONTRACTOR's obligations under this contract.

9.2.8 The insurance policies, except Workers' Compensation, required by this contract shall name CITY, its agents, representatives, officers, directors, officials and employees as additional insureds.

9.3 Required Coverage

General Liability

9.3.1 CONTRACTOR shall maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket

contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacement thereof. The coverage shall not exclude X, C, U.

9.3.2 Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

9.3.3 The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG20101185, and shall include coverage for CONTRACTOR's operations and products and completed operations.

Automobile Liability

9.3.4 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 the CONTRACTOR's any owned, hired, and non-owned vehicles assigned to or used in performance of the CONTRACTOR's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Workers' Compensation

9.3.5 CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR's employees engaged in the performance of the work; and, employer's liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

9.3.6 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.

Builders' Risk (Property) Insurance

9.3.10 If the Project Agreement requires testing of equipment or other similar operations, at the option of CITY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy.

9.4 Cancellation and Expiration Notice

9.4.1 Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to CITY.

9.4.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of CONTRACTOR's work or services and as evidenced by annual Certificates of Insurance.

9.4.1 CITY reserves the right to cancel the whole or any part of this contract due to failure of CONTRACTOR to carry out any term, promise, or condition of the contract. CITY will issue a written ten (10) day notice of default to CONTRACTOR for acting or failing to act as in any of the following:

In the opinion of CITY, CONTRACTOR provides material that does not meet the requirements

of the contract;

In the opinion of CITY, CONTRACTOR fails to perform adequately the services required in the contract;

In the opinion of CITY, CONTRACTOR attempts to impose on CITY materials, products, service, or workmanship, which is of an unacceptable quality;

CONTRACTOR fails to complete the required work or furnish the required materials within the time stipulated in the contract;

In the opinion of CITY, CONTRACTOR fails to make progress in the performance of the requirements of the contract and/or gives CITY a positive indication that CONTRACTOR will not or cannot perform to the requirements of the contract.

CITY may resort to any single or combination of the following remedies:

- A. Cancel any contract for any of the above stated reasons;
- B. Reserve all rights or claims to damage for breach of any covenants of the contract;
- C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate non-compliance with the specification, any actual expense of testing will be borne by CONTRACTOR;
- D. In case of default, CITY reserves the right to purchase in the open market, or to complete the required work, at the expense of CONTRACTOR. CITY may recover any actual excess costs by:
 - (1) Deduction from an unpaid balance;
 - (2) Collection against the bid and/or performance bond, or;
 - (3) Any combination of the aforementioned remedies or any other remedies as provided by law.

ARTICLE 10 - INDEMNIFICATION

10.1 For Professional Liability. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the CITY, 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 the errors, mistakes or omissions, relating to professional services by CONTRACTOR, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CONTRACTOR may be legally liable.

10.2 For all Other Liabilities, Hazards and Exposures. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the CITY, 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, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission 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.

10.3 Insurance does not limit liability. 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.

ARTICLE 11 – partial invalidity

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 12 - COOPERATIVE PURCHASING

This agreement allows other governmental agencies and political subdivisions of the State to purchase goods and services under the terms and conditions of this Contract. CONTRACTOR shall extend the same goods and services for the same prices and on the same terms and conditions to such other entities.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

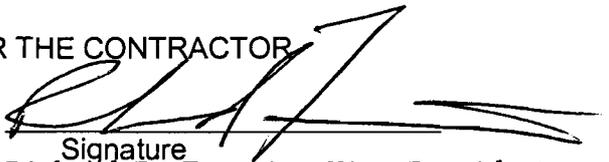
This Contract will be effective on _____, 2006.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 12 day of May 2006.

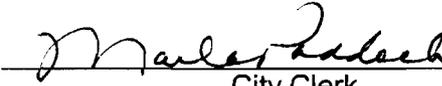
FOR THE CITY OF CHANDLER


MAYOR

FOR THE CONTRACTOR

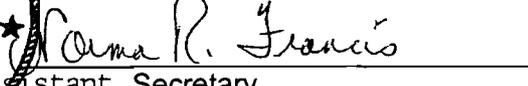
By: 
Signature
Richard P. Francis, Vice President

ATTEST:


City Clerk



ATTEST: If Corporation


Assistant Secretary
Norma R. Francis

Approved as to form:


City Attorney by JS

SEAL

Exhibit A
SPECIFICATIONS AND DETAILED SCOPE OF WORK
ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE
Bid No. ST6-745-2260

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 Streets Superintendent or designee.

1.1. 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.

1.2. CONTRACTOR shall schedule and furnish all labor and equipment necessary to apply a minimum of 170 tons of slurry seal per day.

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 of Table 715. 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.

3. TRIAL APPLICATIONS:

CONTRACTOR shall place a test strip of 60 square yards in the area designated by the Engineer. 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 cationic 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. CITY REPRESENTATIVE 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	AASHTO TEST METHOD	RESULTS	SPECIFICATI ON LIMITS
PRODUCT NAME: PMQS-1H PRODUCT CODE: 13619			
Test on Emulsion			
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.
Test on Residue form D-244			
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
Test on Residue from RTFOT	T240		
RTFO Viscosity 140/140 degrees F. Poise	T-202	6522	1000 Max

TABLE 2

TESTING DESCRIPTION	AASHTO TEST METHOD	RESULTS	SPECIFICATI ON LIMITS
PRODUCT NAME: PMCQS-1H PRODUCT CODE: 13622			
Test on Emulsion			
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.
Test on Residue form D-244			
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
Test on Residue from RTFOT	T240		
RTFO Viscosity 140140 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:

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. The contractor shall provide a job rrix formula from an approved laboratory and present certified test results for the Streets Superintendent or 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 the contractor for use in the project.

11.2. SPECIFICATIONS

11.2.1. CONTRACTOR shall obtain approval from the CITY REPRESENTATIVE 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 6.)
Additive	As required for mix properties
Water	As required for mix properties
Aggregate Grading	Type as specified meeting sec. 6.3
Consistency	2.5 to 3.0 cm
Traffic Time	See section 7.2 – 2
Abrasion Loss	50 g/S.F. max.
Adhesion	90% minimum
Loaded Wheel Sand Adhesion	See section 7.2 – 3

11.3. MODIFIED COHESION TEST

CONTRACTOR shall furnish laboratory test data showing design to be trafficable one (1) hour after application at 77 degrees 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 minutes 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 be make these accessible to the Streets

Superintendent or designee. CONTRACTOR shall calibrate and document each material control device prior to work, for inspection by the Streets Superintendent or 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 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 degrees F and rising, and is not raining. The surface temperature shall be 50 degrees F or higher when the mixture is applied.

The micro surface shall not be applied unless the pavement temperature is at least 45 degrees 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 City Supervisor and he 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 provided 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 Streets Superintendent or designee.

17.2. EMULSIFIED ASPHALT - PMQS-h

MQS-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/Butadine/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 Streets Superintendent or 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 Streets Superintendent or 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 Streets Superintendent or 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 nominates 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 Na2SO4 or 25% Max using MgSO4
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 Streets Superintendent or 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 6.)
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:

- a. Asphalt Content
- b. 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 Streets Superintendent or designee. Each material control device shall be calibrated prior to work and documented for inspection by the Streets Superintendent or 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 degrees F and rising, and is not raining. The surface temperature shall be 50 degrees F or higher when the mixture is applied. The slurry seal shall not be applied unless the pavement temperature is at least 45 degrees 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 Streets Superintendent or 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 identical 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 Streets Superintendent or 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 be 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 buyer. The Streets Superintendent or 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 Streets Superintendent or 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. ALTERNATE WORK - PARKING LOT RESURFACING:

The possibility exists that there will be some additional work added to this contract involving the resurfacing of CITY owned parking lots. At this time there are not quantities to bid on, so we are asking for a unit price complete for this work. 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.

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 should 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 B
PRICE LIST**

ITEM NO.	DESCRIPTION	UNIT PRICE
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TYPE II (Approximately 800,000 Square Yards)

1.	PMQS-h	\$ <u>190.73</u>
2.	PMCQS-1h	\$ <u>190.73</u>
3.	Dry Aggregate	\$ <u>105.73</u>

Micro Surfacing (Type II) Approximately 450,000 Square Yards)

ITEM NO.	DESCRIPTION	UNIT PRICE
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4.	CSS-1h	\$ <u>200.00</u>
5.	Dry Aggregate (type II)	\$ <u>119.54</u>

Traffic Pint, Arrow Boards, Bike Symbols, Pavement Markers, and RRX Symbols

ITEM NO.	DESCRIPTION	UNIT PRICE
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6.	4" solid yellow traffic paint	\$ <u>0.152</u> LF
7.	4" equivalent white traffic paint	\$ <u>0.152</u> LF
8.	8" thermoplastic white (4" equivalent)	\$ <u>0.89</u> LF
9.	12" thermoplastic white (4" equivalent)	\$ <u>0.89</u> LF
10.	Arrows Thermoplastic (left/right)	\$ <u>165.00</u> EA
11.	Bike Symbols	\$ <u>127.00</u> EA
12.	Raised pavement markers	\$ <u>3.81</u> EA
13.	Temporary chip seal markers	\$ <u>250</u> /MILE
14.	8" solid white traffic paint (4" equivalent)	\$ <u>0.152</u> LF
15.	18" thermoplastic white/yellow (4" equivalent)	\$ <u>0.89</u> LF

- 16. Thermo tape (for special humps) \$5.20LF
 - 17. RRX symbols \$395.00EA
- Tax Rate 5.07%

Alternate Work - Parking Lot Resurfacing

- a. The material will be the same as requested in the specification, Type II Slurry Seal with polymer added or micro surface.
- b. CITY Street Division will provide any and all Traffic control needed and will provide all sweeping and cleaning needed in the parking lots and will be responsible for having all the vehicles removed. CONTRACTOR should 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 \$2.20 per sq yd complete in place
- 2. Unit Price to micro seal Parking Lot \$2.50 per sq yd complete in place

MEASUREMENT:

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 C
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 **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, 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 **ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE; BID NO. ST6-745-2260**, 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 _____, 2006.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

SURETY SEAL

AGENT ADDRESS

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 **Two Million Six Hundred Sixty Thousand Seven Hundred Thirty five Dollars (\$2,660,735.00)**, 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 **ASPHALT EMULSION SLURRY SEAL & MICRO SURFACE**, Bid No. **ST6-745-2260**, 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____.

PRINCIPAL SEAL

AGENT OF RECORD

BY _____

AGENT ADDRESS

SURETY SEAL

**AMENDMENT NUMBER TWO,
TO AGREEMENT BETWEEN
THE CITY OF CHANDLER & SOUTHWEST SLURRY SEAL, INC.
AGREEMENT NO. ST6-745-2260**

This Amendment #ONE to that certain Agreement Between the City Of Chandler and Southwest Slurry Seal, Inc. for the asphalt emulsion slurry and micro seal application to various City streets dated May 11, 2006 between the City of Chandler (CITY) and Southwest Slurry Seal, Inc. is entered into this day of _____, 2008.

WHEREAS, the parties have agreed to extend this contract as follows;

1. This contract is extended for a one-year period, June 1, 2008 through May 31, 2009.
2. Pricing in effect shall be as listed in Exhibit B attached.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2008.

CITY OF CHANDLER:

By: _____
Mayor

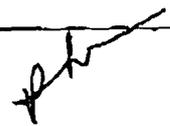
CONTRACTOR:

By: _____
Title: Vice President

APPROVED AS TO FORM:

City Attorney _____

ATTEST:



City Clerk _____

ATTEST: (If corporation)

Norma R. Francis
Asst. Secretary

WITNESS: (If individual or Partnership)

[SEAL]

**EXHIBIT B
PRICING for FY 08/09**

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	PMQS-h	\$ <u>197.55</u>
2.	PMCQS-1h	\$ <u>197.55</u>
3.	Dry Aggregate	\$ <u>112.50</u>
4.	CSS-1h	\$ <u>204.00</u>
5.	Dry Aggregate (type II)	\$ <u>129.50</u>
6.	4" solid yellow traffic paint	\$ <u>0.155</u> LF
7.	4" equivalent white traffic paint	\$ <u>0.155</u> LF
8.	8" thermoplastic white (4" equivalent)	\$ <u>0.93</u> LF
9.	12" thermoplastic white (4" equivalent) (4" equivalent)	\$ <u>0.93</u> LF
10.	Arrows Thermoplastic (left/right)	\$ <u>173.00</u> EA
11.	Bike Symbols	\$ <u>133.00</u> EA
12.	Raised pavement markers	\$ <u>3.95</u> EA
13.	Temporary chip seal markers	\$ <u>260.00</u> /MILE
14.	6" solid white traffic paint (4" equivalent)	\$ <u>0.155</u> LF
15.	18" thermoplastic white/yellow (4" equivalent)	\$ <u>0.93</u> LF
16.	18" thermo tape (for special humps)	\$ <u>5.45</u> LF
17.	RRX symbols	\$ <u>410.00</u> EA

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

Alternate Work - Parking Lot Resurfacing

1. Unit Price to slurry seal Parking Lot \$ 2.25 per sq yd complete in place
2. Unit Price to micro seal Parking Lot \$ 2.60 per sq yd complete in place