



SOLICITATION AMENDMENT

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P13-0014
Description: Micro Seal & Slurry Seal
Amendment No: Three (3)
Solicitation Due Date: September 10, 2012
Solicitation Due Time: 2:00 pm

Buyer: Christine Finney, Buyer II

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation is hereby amended as follows:

- I. Solicitation Amendment Three (3) changes the Unit Price to per Ton instead of per Square Yard. All references to price per square yard have been changed to price per ton. The changes have been made directly to the solicitation document. The following pages are affected by this change: Pages 33, 34, 49, & 55-61.
- II. Specifications, Slurry Seal, Page 23-24, Section C, Materials is amended to add subsection General, and Table I, to be used for estimating quantities of emulsified asphalt and dry mineral aggregate for Type II and Type III Slurry Seal.
- III. Specifications, Slurry Seal, Page 32, Section M, Procedure, Item 3; the following shall be added to the end of item 3. The contractor shall place temporary no parking signs on scheduled collector and residential roadways to be slurry sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways. All traffic and/or traffic control devices on this project shall be provided maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual.
- IV. Specifications, Micro Surfacing, Page 47, Section J, Rollers, is hereby DELETED.
- V. ALL SOLICITATION PRICE SHEETS (pages 55 & 61) have been REVISED. Bidders are to use the REVISED PRICE SHEETS (AMD#3) when submitting bids.

Nothing Further

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

September 5, 2012

at Peoria, Arizona



SOLICITATION AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P13-0014
 Description: Micro Seal & Slurry Seal
 Amendment No: Two (2)
 Solicitation Due Date: September 10, 2012
 Solicitation Due Time: 2:00 pm

Buyer: Christine Finney, Buyer II

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation is hereby amended as follows:

- A.** The Solicitation Due Date and Time is hereby extended to **Monday, September 10, 2012 @ 2:00 P.M., Arizona Time.**
- B.** The City is compiling a third Solicitation Amendment which will be released early next week (September 4th or 5th).
- C.** Solicitation Amendment Three will change the Unit Price to per Ton instead of per Square Yard.

Nothing Further

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

August 30, 2012

at Peoria, Arizona



SOLICITATION AMENDMENT

Solicitation No: P13-0014
 Description: Micro Seal & Slurry Seal
 Amendment No: One (1)
 Solicitation Due Date: September 5, 2012
 Solicitation Due Time: 2:00 pm

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Christine Finney, Buyer II

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

The solicitation is hereby amended as follows:

- I.** The Price Sheet is amended to add two (2) additional line items for Slurry - Polymer Modified Cationic Quick Set (PMCQS-1h) Type II and III. The solicitation specifications call for PMCQS-1h, but the item was not included on the Unit Price Sheet.
- II.** REVISED UNIT PRICE SHEET (page 55 & 56) is attached. Bidders are to use the revised price sheet when submitting their bids.
- III.** City of Peoria Streets Projects 2012-2013 GIS Map is attached.
- IV.** The pre-bid sign in sheet from 8/23/2012 is attached.

Nothing further

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

August 23, 2012

at Peoria, Arizona



**REVISED (AMD#1) PRICE SHEET
UNIT PRICES**

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price
1	Micro Seal (PMCQS-1h) Type II Arterial/Collector Street (estimated annual quantity is 50,000-100,000 SY)	1	SY	\$ _____
1a	Micro Seal (PMCQS-1h) Type III Arterial/Collector Street (estimated annual quantity is 150,000 SY)	1	SY	\$ _____
2	Slurry Seal (LMCQS-1h) Type II Residential Street (estimated annual quantity is 450,000 SY)	1	SY	\$ _____
2a	Slurry Seal (LMCQS-1h) Type III Collector Street (estimated annual quantity is 50,000 SY)	1	SY	\$ _____
2b	<i>Slurry Seal (PMCQS-1h) Type II Residential Street</i> <i>(estimated annual quantity is 50,000 SY)</i>	1	SY	\$ _____
2c	<i>Slurry Seal (PMCQS-1h) Type III Collector Street</i> <i>(estimated annual quantity is 50,000 SY)</i>	1	SY	\$ _____
3	Slurry Seal (LMCQS-1h) Type II Parking Lots (estimated 10,000 SY or less annually)	1	SY	\$ _____
3a	Slurry Seal (LMCQS-1h) Type III Parking Lots (estimated 10,000 SY or less annually)	1	SY	\$ _____
Superseded by Solicitation Amendment #3				
Replacement of Road Markings :				
4	Long Line (Yellow Paint)	1	LF	\$ _____
5	Long Line (White Paint)	1	LF	\$ _____
6	Long Line (Yellow Thermo)	1	LF	\$ _____
7	Long Line (White Thermo)	1	LF	\$ _____
8	White Thermo	1	SF	\$ _____
9	Yellow Thermo	1	SF	\$ _____
10	White Tape	1	SF	\$ _____
11	Yellow Tape	1	SF	\$ _____
12	Crosswalk / Stop Bar (12" White) (Paint)	1	SF	\$ _____
13	Crosswalk (12" Yellow) (Paint)	1	SF	\$ _____
14	Thermo Plastic Crosswalk / Stop Bar (12" White)	1	SF	\$ _____
15	Thermo Plastic Crosswalk (12" Yellow)	1	SF	\$ _____
16	Crosswalk / Stop Bar (12" White) (Tape)	1	SF	\$ _____
17	Crosswalk (12" Yellow) (Tape)	1	SF	\$ _____
18	12" Yellow Circle (Tape)	1	EA	\$ _____
19	Left Turn Arrow (8' White) (Tape)	1	EA	\$ _____



**REVISED (AMD#1) PRICE SHEET
UNIT PRICES**

**Materials Management
Procurement**

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Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price
20	Right Turn Arrow (8' White) (Tape)	1	EA	\$ _____
21	Straight Arrow (8' White) (Tape)	1	EA	\$ _____
22	Combination Turn and Through Arrow (12.75' White) (Tape)	1	EA	\$ _____
23	Ahead (8' White) (Tape)	1	EA	\$ _____
24	Bike Symbol w/Helmet (6' White - Facing Away from Curb)(Tape)	1	EA	\$ _____
25	Only (8' White) (Tape)	1	EA	\$ _____
26	Ped (8' White) (Tape)	1	EA	\$ _____
27	School (8' White) (Tape)	1	EA	\$ _____
28	Xing (8' White) (Tape)	1	EA	\$ _____
29	Stop (8' White) (Tape)	1	EA	\$ _____
30	Yield (8' White) (Tape)	1	EA	\$ _____
31	Remove and Replace Hydrant Marker	1	EA	\$ _____
32	Remove and Replace Raised Pavement Marker (RPM)	1	EA	\$ _____
33	Record and Layout Striping - Less than .5 Mile	0.5	Mile	\$ _____
34	Record and Layout Striping - .5 to 1 Mile	1	Mile	\$ _____
35	Line Obliteration - Less than 5000 LF	1	LF	\$ _____
36	Line Obliteration - Over 5000 LF	1	LF	\$ _____
37	Uniformed Off-Duty City of Peoria Police Officer	1	HR	\$ <u>35.00</u>
Superseded by Solicitation Amendment #3				
Uniformed Off-Duty Police Officers shall be an allowance and shall be billed to the City at cost (no markup). If a Peoria Police Officer is not available, the cost for an alternate Uniformed Off-Duty Police Officers shall still be billed to the City at cost (no markup).				

Street Projects 2012-2013

Legend

COUNTY ISLAND

PEORIA CITY LIMITS

TREATMENT TYPE

A/R CHIP SEAL

MICRO SEAL

SLURRY SEAL

TRMSS SEAL

A/R MILL & OVERLAY



City of Peoria
Public Works Department
Geographic Information System



O:\PROJECTS\PublicWorks\ST_5_YR_PLN\StreetProjectsUpdates\StreetProjectsCityMap.mxd

115TH AVE

111TH AVE

107TH AVE

103RD AVE

99TH AVE

95TH AVE

91ST AVE

87TH AVE

83RD AVE

79TH AVE

75TH AVE

71ST AVE

67TH AVE

MONTGOMERY RD
(30600)

DIXILETA DR
(29800)

PEAK VIEW RD
(29000)

DYNAMITE BL
(28200)

PINNACLE VISTA DR
(27400)

JOMAX RD
(26600)

YEARLING RD
(25800)

HAPPY VALLEY RD
(25000)

CALLE LEJOS
(24100)

PINNACLE PEAK RD
(23400)

WILLIAMS RD
(22600)

DEER VALLEY RD
(21800)

ROSE GARDEN LN
(21000)

BEARDSLEY RD
(20200)

UTOPIA RD
(19400)

UNION HILLS DR
(18600)

GROVERS AVE
(17800)

BELL RD
(17000)

PARADISE LN
(16200)

GREENWAY RD
(15400)

ACOMA DR
(14600)

THUNDERBIRD RD
(13800)

SWEETWATER AVE
(13000)

CACTUS RD
(12200)

CHOLLA ST
(11400)

PEORIA AVE
(10600)

MOUNTAIN VIEW RD
(9800)

OLIVE AVE
(9000)

BUTLER DR
(8500)

NORTHERN AVE
(8000)



SIGN-IN SHEET

Solicitation Number: P13-0014

**Materials Management
Procurement**
9875 N. 85th Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Date: 8/23/12

Time: 10:30 AM

Re: Slurry Seal & Micro Seal

Location: Point of View Conference Room

PLEASE PRINT

Name	Company	Telephone	E-Mail Address
Darlyn Olson	Southwest Slurry	603-582-1919	DARLYN.OLSON@CANTWINK.NET
Doug Olson	Western Pavement Solutions	715-276-2076	doug_olson@westernpavementolutions.com
JAMES BARDER	Suwanee Asphalt	602-371-3410	James@SuwaneeAsphalt.com
PAUL KIEKBUSSER	SUWANEE ASPHALT	602-371-3410	PAUL@SUWANEEASPHALT.COM
ERIC REIMSCHUESSEL	Amensod Pavement Restoration	702-507-1887	ERIC@AMENSODPAVEMENT.COM
PAUL FOSTER	INTERMOUNTAIN SURFACE SEAL	801-526-6147	PAUL.FOSTER@GAINC.COM



City of Peoria, Arizona

Notice of Invitation for Bid



Invitation for Bid No:	P13-0014	Bid Due Date:	September 10⁵ , 2012
Materials and/or Services:	Slurry Seal (Type II or Type III) & Micro-Seal (Type II or type III)	Time:	2:00 P.M. AZ time
Mailing Address:	City of Peoria, Materials Management 9875 N. 85 th Ave., 2 nd Fl., Peoria, AZ 85345	City Contact:	Christine Finney
		Phone:	(623) 773-7115
Pre-Bid Meeting:	Thursday, August 23, 2012 @ 10:30 A.M. 9875 N. 85 th Ave, Peoria AZ	Email:	christine.finney@peoriaaz.gov

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** Invitation for Bid Package.

OFFER

To the City of Peoria: The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:	Telephone: _____ Fax: _____
Name: _____	Email: _____

_____ Company Name	_____ Authorized Signature for Offer
_____ Address	_____ Printed Name
_____ City State Zip Code	_____ Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Purchase Order**.

Attested by: _____ City Clerk <div style="text-align: center;"> _____ CC _____ Contract Number _____ Official File </div> <div style="text-align: left; margin-top: 20px;"> City Seal </div>	City of Peoria, Arizona. Eff. Date: _____ Approved as to form: _____ Stephen M. Kemp, City Attorney Awarded on _____, _____. _____ Dan Zenko, Materials Management Supervisor
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City of Peoria, Arizona

Notice of Invitation for Bid



1. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the **City Council or Materials Manager**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is 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.



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

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Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



STANDARD TERMS AND CONDITIONS

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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
- The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and 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 by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- 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.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force



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Majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority’s response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party’s intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City 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 made pursuant to Paragraph 3 above..
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor’s response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination from the City.
22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.



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23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and 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. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
35. **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 services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of



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this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **DEFINITIONS:** The terms, as used in or pertaining to the contract, are defined as follows:

CITY: The word "City" shall refer to the City of Peoria, Arizona.

CONTRACTOR: The word "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.

CONTRACT: The word "Contract" will include the Invitation to Bid Notice, Instructions to Bidders, Bid, Bid Bond, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Order, Certificate of Insurance & Schedule A, Certificate of Completion, Contractor's Affidavit Regarding Settlement of Claims, Contractor's Affidavit Certifying Non-Collusion in Bidding, Standard Terms & Conditions, General Terms & Conditions, Special Terms & Conditions, Technical Provisions, Performance Provisions, Plans and Addenda thereto.

ENGINEER: The word "Engineer" is defined as the person, firm or corporation duly authorized by the City to act as agent in providing professional services including studies, planning, engineering design and construction administration services, inspecting materials and construction, and interpreting plans and specifications.

MATERIALS: The word "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the work.

SUBCONTRACTOR: The word "Subcontractor" is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material worked to a special design according to the plans and/or specifications for this work, and includes those who merely furnish materials not so worked.

WORK: The word "Work" shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

2. **REFERENCE STANDARDS:**

2.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications," are hereby adopted as part of these contract documents.

2.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2.3. If any contradiction exists between "MAG Specifications" and this solicitation document, the solicitation language shall prevail.

3. **LAWS AND REGULATIONS:** The Contractor shall keep himself fully informed of all existing and future City and County ordinances and regulations and state and federal laws and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. He shall at all times observe and protect and indemnify the City of Peoria, Arizona, and its officers and agents against any claim or liability arising from or based on the violation of any such ordinances, regulations or laws. It is the responsibility of the Contractor to obtain any and all information regarding the laws and regulations which may be referenced in the Specifications.

4. **RIGHTS OF WAY:** The City will provide Rights-of-Way and easements for all work specified in this contract, and the Contractor shall not enter or occupy with men, tools, equipment or materials any private ground outside the property of the City of Peoria, Maricopa County, Arizona, without the consent of the owner.

The Contractor, at his own expense, is responsible for the acquisition of any additional easements or rights-of-way that he may desire to complete the work of this contract.

5. **PROPOSAL QUANTITIES:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and the material to be furnished under this Contract, which have been estimated as stated in the Bids, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the bids offered for the work under this Contract. The Contractor further agrees that the City of Peoria will not be held responsible if any of the quantities shall be found incorrect; and the Contractor will not make any claim for damages or for loss of profits because of



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a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission, or misstatement is found to occur in the estimated quantities, the same shall not invalidate this Contract or the whole or any part of the work in accordance with the Specifications and Plans herein mentioned, and for the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damage or compensation except as may be provided in this contract.

6. **FEDERAL FUNDING:** It is the responsibility of the Contractor to determine on any project if federal wage rates apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.
7. **PAYMENTS TO CONTRACTOR:** Payments will be made on the basis of itemized statements provided by the Contractor in accordance with these Specifications. Three (3) copies of an itemized statement should be submitted to the Office of the City Engineer. After verification, payments will be processed by the Management Services Department. Payments will be mailed by the Engineering Division. The City will make a partial payment to the Contractor on the basis of an estimate prepared by the Contractor, and approved by the City Engineer, for work completed through the last day of preceding pay period. The City will retain ten percent (10%) of each such estimate until acceptance of the project. The City will accept Securities in lieu of retention provided the Financial Institution is approved by the City. When required by the City Engineer or his authorized representative for the purposes of determining the equitableness of the Contractor's payment request, the Contractor shall furnish evidence satisfactory to the City Engineer or his authorized representative, of the sums paid by the Contractor for materials, supplies and other items of expense (i.e., lien releases).
8. **LOSSES AND DAMAGES:** All loss or damage arising out of the nature of the work to be done or from the action of the elements or from any unforeseen circumstances in the prosecution of the same, or from any unusual obstructions or difficulties which may be encountered in and/or during the prosecution of the work, or from any casualty whatsoever of every description, shall be sustained and borne by the Contractor at his own cost and expense.
9. **CHARACTER AND STATUS OF WORKMEN:** Only skilled foremen and workmen shall be employed on work requiring special qualifications.

When required by the City Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. The Contractor shall keep the City harmless from damages or claims for compensation that may occur in the enforcement of this section.

The Contractor shall be responsible for assuring the legal working status of its employees and its subContractor's employees.
10. **WORK METHODS:** The methods, equipment and appliances used on the work shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the time limit specified.

Except as is otherwise specified, the Contractor's procedure and methods of construction may, in general, be of his own choosing, provided they follow best general practice and are calculated to secure results which will satisfy the requirements of the specifications and the supervision of the work.

The work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the roads. The Contractor shall exercise caution during the course of this construction work to avoid damage to all known existing or possible unknown existing underground utilities. He shall conduct his construction operations in such a manner as to avoid injury to his personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.
11. **PRE-CONSTRUCTION CONFERENCE:** Within 30 days of the issuance of the Notice of Award, the Contractor is required to attend a Pre-construction Conference. The city will contact the Contractor to schedule a specific date, time and location for the Pre-construction conference. The purpose of the meeting is to outline specific construction items and procedures and to address items which require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures which the Contractor believes may improve constructability of the project, reduce cost, or will reduce inconvenience to the public. Any necessary coordination and procedures for Construction inspection and staking will be addressed during the Pre-construction Conference. The Contractor will be required to provide the following information at the Pre-construction Conference:



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- 11.1. Names and emergency telephone numbers of key personnel involved in the project.
- 11.2. Names and telephone numbers of all subcontractors proposed for use on the project.
- 11.3. A construction progress schedule showing the estimated time for start and completion of the major items of work.
- 11.4. A payment schedule showing the estimated dollar volume of work for each calendar month during the life of the project.
- 11.5. A written proposal outlining the intended plans for maintaining continuous access to residences and businesses along the construction site, and traffic control.
- 11.6. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

Each of the above items is subject to the review and approval by the City.

12. **NOTICE TO PROCEED:** Within 45 days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor.

No work shall be started until after all required permits, licenses, and easements have been obtained.

No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative.

The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

- 12.1. The start of construction in order to arrange for inspection.
- 12.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.
- 12.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at anytime.
- 12.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.
- 12.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

13. **TRAFFIC REGULATIONS:** All traffic affected by this construction shall be regulated in accordance with the *City of Phoenix -Traffic Barricade Manual*, latest edition and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.



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- 13.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.
- 13.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.
- 13.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.
- 13.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Contract.
- 13.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for TRAFFIC CONTROL.
- 13.6. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely.
- 13.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.
- 13.8. The Police Department shall determine if traffic hazards at construction projects warrant the use of Police Assistants or AZ Post Certified Peace Officers to provide traffic control services. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.
- 13.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.
- 13.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.
- 13.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.
- 13.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.
- 13.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic



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signal overhead and underground items shall be repaired and restored to the City Engineer’s satisfaction. Magnetic detector loops shall under no circumstances be spliced.

13.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

13.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

14. **OUTDOOR CONSTRUCTION RESTRICTIONS:** Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

14.A. WORK HOURS IN THE PUBLIC RIGHT-OF-WAY

No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the projects’ barricade plan.

During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

15. **SURVEY CONTROL POINTS:** Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner.

The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

16. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:** The Contractor shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the entire contract is completed and accepted by the City Engineer. The Contractor shall turn over the entire work in full accordance with these Specifications before final settlement shall be made.

17. STOCKPILE OF MATERIALS:

a. The Contractor may, if approved by the City Engineer, place or stockpile materials in the public right-of-way provided they **do not** prevent access to adjacent properties or prevent compliance with traffic regulations.

b. Traffic shall not be required to travel over stockpiled materials, and proper dust control shall be maintained.

18. **EXCESS MATERIALS:** When excavations are made, resultant loose earth shall be utilized for filling by compacting in place or disposed of off the site.

Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the project and disposed of by the Contractor. Disposal of material within the Peoria City Limits or Planning Area must be approved by the City Engineer or his authorized representative.

Waste material shall not be placed on private property without express permission of the property owner.



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The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use.

Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal.

19. **DUST CONTROL AND WATER:** The dust control measures shall be in accordance with the requirements of the "Maricopa County Health Department Air Pollution Control Regulations," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

20. **TEMPORARY SANITARY FACILITIES:** The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

21. **ELECTRIC POWER, WATER AND TELEPHONE:** Unless otherwise specified, the Contractor shall make his own arrangements for electric power, water and telephone. Subject to the convenience of the utility, he may be permitted to connect to existing facilities where available, but he shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

22. **ENERGIZED AERIAL ELECTRICAL POWER LINES:** The utility company may maintain energized aerial electrical power lines in the immediate vicinity of this project. Do not consider these lines to be insulated. Construction personnel working in proximity to these lines are exposed to an extreme hazard from electrical shock. Contractors, their employees and all other construction personnel working on this project must be warned of the danger and instructed to take adequate protective measure, including maintaining a minimum ten (10) feet clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15).

As an additional safety precaution, Contractors should also be instructed to call the utility company to arrange, if possible, to have these lines de-energized or relocated when the work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the contractor. The utility company can often respond to such request if two (2) days advance notice is given, but some situations may require up to sixty (60) days lead time for relocation or other arrangements.

Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all



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utility firms for locations of their underground facilities. Contractors, their employees, and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A)).

23. **SOLID WASTE DISPOSAL:** The contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.
24. **RULES, REGULATIONS, TRAINING AND STANDARDS:** The Contractor and any subcontractors under the direction, control and/or contract of the contractor shall be required to implement, follow and adhere to all existing City and County ordinances and regulations, state and federal laws, and Occupational Safety and Health Standards (OSHA) in any manner affecting the work herein specified. It is the responsibility of the Contractor to ensure that any person or persons entering the job site are provided with all necessary and required training and personal protection equipment while at that site. If a contractor is delayed, postponed or given a stop work notice because of any non-compliance to any required rules, regulations, training or standards then there will be no contract time extension allowed because of that non-compliance.
25. **IMMIGRATION ACT:** Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Polymer Modified Slurry Seal (Type II or Type III) & Micro-Surfacing (Type II or type III)**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Prospective Bidders Conference:** Prospective bidders are invited to attend a conference to be held at the City of Peoria Municipal Offices:

**ADDRESS: 9875 N. 85th Ave
Peoria, Arizona 85345
Point of View Conference Room**

DATE: August 23, 2012

TIME: 10:30 A.M., Arizona Time

The purpose of this conference will be to clarify the contents of this Invitation For Bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Invitation For Bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation For Bid. Oral statements or instructions shall not constitute an amendment to the Invitation For Bid. The pre-bid conference is not mandatory.

4. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
6. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
7. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

8. **Contract Type:** Fixed Price
9. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
10. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
11. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price



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adjustment will be effective upon the effective date of the contract extension. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

12. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
13. **Time of Completion:** The Contractor shall commence work under this project on or before the fifth (5) day following the project start date indicated on the "Notice to Proceed" issued by the City of Peoria and shall fully complete all work under the project within the specified timeframe (in calendar days). The Contractor shall, at all times, during the continuance of the Contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.
14. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
15. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. **No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids.** Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
16. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "*or equal*", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. **Requests must be received at least ten (10) days prior to the date set for opening of the Bid.** The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.
17. **City of Peoria Off-Site Permit:** The Contractor shall obtain an off-site permit, however, it will be limited to a \$25.00 charge. The Contractor will be responsible for any required Maricopa County permits or other agency permits.
18. **Independent Contractor:**
 - a. General
 - i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
 - ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.
 - b. Liability
 - i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.



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ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and 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 by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

20. **Liquidated Damages:** Liquidated Damages shall be assessed for each calendar day of delay. Liquidated damages shall be per MAG Specs., Section 108.9.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

21. **Warranty:** Each offer shall provide a one year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications.

22. **Insurance Requirements:** The 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 A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

All 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 the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

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 the City.



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

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 the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The 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 endorsements. The 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.

The insurance policies, except Workers' Compensation, required by this Contract shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

23. Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 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 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

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.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. 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 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 00010306, 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.

c. Workers' Compensation

The 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



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Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

d. Required coverages may be modified by an amendment to the Contract Documents.

24. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

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

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

25. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the City.

26. **Bid Bond:** Non-revocable bid security payable to the City of Peoria in the amount of 10% of the total bid price is required. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City of Peoria, Materials Management Division by the due date and time cited for this solicitation.

The City will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the City will:

- a. Issue a contract award notice for those offers accepted by the City;
- b. Return all checks to those who have not been issued a contract award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc.). If the contractor fails to execute the required contractual documents and bonds within the time specified, or ten (10) days after notice of award if no period is specified, the contractor may be found to be in default and the contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the City of Peoria Procurement Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

All bid bonds shall be executed on the Bid Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

27. **Performance Bond:** The contractor shall be required to furnish non-revocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the total contract price payable to the City of Peoria.



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Performance security shall be in the form of a performance bond, certified check or cashier’s check. This security must be in the possession of the City of Peoria, Materials Management Division within the time specified or ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the City. In case of default the City reserves all rights.

All performance bonds shall be executed on the Performance Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best’s Key Rating Guide of “A-” or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

- 28. **Payment Bond:** The contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the contractor or any subcontractor for the performance of any work related to the contract. Payment security shall be in the amount of 100% of the total contract price and be payable to the City of Peoria.

Payment security shall be in the form of a payment bond, certified check or cashier’s check.

All payment bonds shall be executed on the Payment Bond form included in the Bid Document, duly executed by the Bidder as Principal and having as Surety thereon a Surety company approved by the owner and holding a Certificate of Authority to transact surety business in the State of Arizona, by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal and A.M. Best’s Key Rating Guide of “A-” or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company, payable without condition to the Owner.

- 29. **Tax Formula:** Each bidder shall use the following tax formula for construction projects within the City of Peoria.
 - a. Multiply subtotal of bid (including all materials, labor and profit) by 65%.
Example: \$1,000.00 x .65 = \$650.00
 - b. Multiply this result times the Peoria tax rate of 9.10%.
Example: \$650.00 x .0910 = \$59.15
for this example: \$59.15 is the applicable tax to be applied to your subtotal in order to obtain the total cost of the bid.

- 30. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

- 31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria’s Identity



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Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.



SPECIFICATIONS SLURRY SEAL

Materials Management Procurement

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CITY OF PEORIA SPECIFICATIONS FOR POLYMER MODIFIED SLURRY SEAL (TYPE II OR TYPE III)

I. PURPOSE

The City of Peoria intends to establish a contract with a qualified firm to provide delivery and application of Micro-Surfacing type II or type III AND Polymer modified slurry seal type II or type III. The City's estimated annual expenditure for both types is approximately \$1.7M combined.

II. GENERAL

The City of Peoria adopted the "Uniform Standard Specification for Pubic Works Construction", which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the Office of the Clerk of the City of Peoria, and are hereby made a part of these contract documents.

Whenever in the Uniform Standards Specification, the words "the contracting agency" are used, the meaning shall be the City of Peoria.

In all cases where ASTM, ASSHTO, AWWA, USAS, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revision, supplements or addenda issued on or before the date of this contract, shall prevail.

In the event of any conflict between these project specifications and the requirements of the plans, detail drawing, MAG Standard Details and Specifications, these project specifications shall prevail.

III. CONSTRUCTION SPECIFICATIONS

The work performed and materials used in this project shall be in accordance with the Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments (MAG) with the following additions:

A. Non-Compliance: If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the City of Peoria that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the City of Peoria that the problems have been corrected and that the machine is working properly.

- 1) Test report and certifications will be made in accordance with MAG Specifications and these special provisions and the particular Section of the MAG Specifications which apply.

B. Specification for Polymer Modified Slurry Seal (Type II or Type III)

- 1) Description: Polymer Modified Slurry Seal shall consist of mixing a polymer modified cationic asphalt emulsion (LMCQS-1h or PMCQS-1h), aggregate, mineral filler (as needed), set-control additives (as needed), and water, spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, have a uniform appearance and have a skid-resistant surface. The completed Polymer Modified Slurry Seal shall support controlled traffic in 60 minutes.
- 2) Contractor Experience: The Contractor shall be experienced with polymer modified slurry seal. The Contractor shall submit, during the pre-construction meeting, a list of at least three, most recent, polymer modified slurry seal projects completed within the last 24 months. The project list shall show the name of the project, name of the owner, address, telephone number of an appropriate party to contact, date and square feet application in each case.



**SPECIFICATIONS
SLURRY SEAL**

Solicitation Number: P13-0014

**Materials Management
Procurement**

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C. Materials: The materials for polymer modified slurry seal shall conform to the following requirements:

*General: All materials shall be approved by the Engineer prior to the start of construction. The Engineer reserves the right to sample and test any materials used on the project. All materials that do not meet specifications will be rejected. The information given in **Table I** shall be used to estimate the quantities of emulsified asphalt and dry mineral aggregate for Type II and Type III Slurry Seal. Exact quantities of emulsified asphalt and dry mineral aggregate shall be determined by job mix formula, or as directed by the Engineer.*

TABLE I

<u>Material</u>	<u>Type II Slurry Seal</u>	<u>Type III Slurry Seal</u>
<u>Emulsified Asphalt, by weight of Dry Mineral Aggregate, percent</u>	<u>13.5</u>	<u>12</u>
<u>Dry Mineral Aggregate, pounds per square yard</u>	<u>18</u>	<u>25</u>

- 1) Emulsified Asphalt: The polymer modified cationic asphalt emulsion shall be homogenous and shall conform to the requirements of these special provisions. The polymer shall be either solid polymer milled or blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The polymer modified cationic asphalt emulsion shall contain a minimum of two (2) percent polymer and be either grade LMCQS-1h or PMCQS-1h as shown in these special provisions and shall conform to the following requirements when tested in conformance with the following test methods:

Latex Modified Cationic Quick Set (LMCQS-1h)

Tests on Emulsion

Specification Designation	Test Method	Requirement
Viscosity, SFS, 77°F, seconds	AASHTO T 59	15-100
Sieve Test, %	AASHTO T 59	0.10 max.
Storage Stability, 24 hr, %	AASHTO T 59	1.0 max.
Particle Charge	AASHTO T 59	Positive
Residue by Evaporation, %	AASHTO T 59	60 min.

Tests on Residue from Vacuum Distillation (Ariz. 504)

Specification Designation	Test Method	Requirement
Penetration, 77°F, 100g, 5s, dmm	AASHTO T 49	20-90
Ring and Ball Softening Point, °F	AASHTO T 53	130 min.
Ductility, 77°F, 5cm/min, cm	AASHTO T 51	40 min.
Solubility in TCE, %	AASHTO T 44	97.5 min.
Elastic Recovery, %	AASHTO T 301	55 min.

A sample of the emulsion left undisturbed for a period of 24 hours shall show no evidence of latex separation.

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Polymer Modified Cationic Quick Set (PMCQS-1h)

Tests on Emulsion

Specification Designation	Test Method	Requirement
Viscosity, SFS, 77°F, seconds	AASHTO T 59	15-100
Sieve Test, %	AASHTO T 59	0.10 max.
Storage Stability, 24 hr, %	AASHTO T 59	1.0 max.
Particle Charge	AASHTO T 59	Positive
pH Test	AASHTO T 200	6.7 max.
Density, 60°F, lbs/gallon	AASHTO T 59	Report
Residue by Evaporation, %	AASHTO T 59	57 min.

Tests on Residue from Vacuum Distillation (Ariz. 504)

Specification Designation	Test Method	Requirement
Penetration, 77°F, 100g, 5s, dmm	AASHTO T 49	35-75
Penetration, 39.2°F, 200g, 60s, dmm	AASHTO T 49	15 min.
Absolute Viscosity, 140°F, Poise	AASHTO T 202	3000 max.
Ring and Ball Softening Point, °F	AASHTO T 53	130 min.
Ductility, 77°F, 5cm/min, cm	AASHTO T 51	100 min.
Solubility in TCE, %	AASHTO T 44	97.5 min.
Elastic Recovery, %	AASHTO T 301	55 min.

- 2) Water and Additives: Water shall be of such quality to be miscible with the polymer modified cationic asphalt emulsion. Additives may be used to accelerate or retard the break and set such as to insure that the applied Slurry mixture can support controlled vehicular traffic within one (1) hour after application. The kind and amount shall be determined based on the approved job mix formula and field test results as required by the Engineer. Set-control additives shall not adversely affect the polymer modified slurry seal.
- 3) Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory evaluation to develop the job mix formula.
- 4) Aggregate: The mineral aggregate used shall be of the type and grade specified for the particular use of the polymer modified slurry seal. Mineral aggregate shall consist of sound and durable crushed gravel or crushed stone. The material shall be free from organic matter and other deleterious materials. Aggregates shall be 100% crushed material with no rounded particles. All aggregate shall be free of caked lumps and oversize particles. No natural sand will be allowed.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed. The percentage composition by mass of the aggregate shall conform to the following grading requirements when tested in conformance with AASHTO T 11 and T 27.



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TYPE II

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	90 - 100
No. 8 (2.36-mm)	65 - 90
No. 16 (1.18-mm)	45 - 70
No. 30 (600-µm)	30 - 50
No. 50 (300-µm)	18 - 30
No. 100 (150-µm)	10 - 21
No. 200 (75-µm)	5 - 15

TYPE III

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	70 - 90
No. 8 (2.36-mm)	45 - 70
No. 16 (1.18-mm)	28 - 50
No. 30 (600-µm)	19 - 34
No. 50 (300-µm)	12 - 25
No. 100 (150-µm)	7 - 18
No. 200 (75-µm)	5 - 15

The aggregate shall conform to the following quality requirements:

Test	Test Method	Requirement
Sand Equivalent	AASHTO T 176	60 min.
Plastic Limit	AASHTO T 89/T 90	Non-Plastic
Percentage of Crushed Particles	Ariz. 212	100% min.
Los Angeles Abrasion Loss at 500 Rev.	AASHTO 96	35% max.

Notes: Los Angeles Abrasion shall be performed on the source aggregate before crushing. Source testing performed within the last 12 months may be provided by the aggregate supplier.

D. Job Mix Formula: All materials shall be pre-tested in a certified laboratory, selected by the City, as to the materials suitability for use in the Polymer Modified Slurry Seal. At least seven (7) working days before the polymer modified slurry seal placement commences, the contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed Job Mix Formula covering the specific materials proposed for use on the project. The Job Mix Formula proposed shall be reviewed and sealed by a registered Professional Engineer in the State of Arizona.

The percentages of each individual material proposed in the Job Mix Formula shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt (Type II)	7.5% to 13.5% by dry mass of aggregate
Residual Asphalt (Type III)	6.5% to 12.0% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As needed



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Adjustments may be required during construction based on field conditions.

- 1) **Specifications:** The Job Mix Formula and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed polymer modified slurry seal mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion, kg-cm @ 30 Minute (Set) @ 60 Minute (Traffic)	TB* 139	12 min. 20 min.
Excess Asphalt by Monolayer Loaded Wheel Test, g/ft ²	TB* 109	50 max.
Wet Stripping, %	TB* 114	90 min.
Consistency, cm	TB* 106	2 - 3
Wet Track Abrasion, g/ft ² 1-hour Soak Loss 6-day Soak Loss	TB* 100	50 max. 75 max.
Mix Time @ 77°F, seconds	TB* 113	180 min.

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign and seal the laboratory Job Mix Formula report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler, water, set control additive, and polymer modified cationic asphalt emulsion solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months.

The component materials used in the Job Mix Formula shall be representative of the polymer modified slurry seal materials proposed by the Contractor for use on the project.

Once the Job Mix Formula is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with these special provisions. Substituted materials shall not be used until the Job Mix Formula for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control additives, if used, shall be such that the polymer modified slurry seal mixture has proper workability. At the expiration of the road closure time, in conformance these special provisions, the polymer modified slurry seal mixture shall be sufficiently cured to support unrestricted traffic.

E. Material Sampling and Quality Acceptance: The minimum acceptable sampling frequency shall be at the Engineers direction and shall include:

- 1) **Polymer Modified Cationic Asphalt Emulsion** Polymer Modified Cationic Asphalt Emulsion shall be tested for compliance to the applicable specification in this special provision. At the Engineers discretion the polymer modified cationic asphalt emulsion can be tested for compliance with selected performance indicating portions of the specification.



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- 2) Mineral Aggregate: The mineral aggregate shall be tested for gradation and Sand Equivalent in accordance with these special provisions
- 3) Polymer Modified Slurry Seal Mixture: The polymer modified slurry seal mixture shall be tested for Wet Cohesion, Wet Track Abrasion Loss (1-hour and 6-day soaks) and Excess Asphalt. Additional testing for residential asphalt content may be requested by the Engineer.

Test	ISSA Test Method	Requirements
Wet Cohesion, kg-cm @ 30 Minute (Set)	TB* 139	12 min.
Excess Asphalt by Monolayer Loaded Wheel Test, g/ft ²	TB* 109	50 max.
Wet Track Abrasion, g/ft ² 1-hour Soak Loss 6-day Soak Loss	TB* 100	50 max. 75 max.
Residue Asphalt Content	AASHTO T164	Range from Job Mix Formula

TB* = Technical Bulletin

- 4) Sampling: Samples of polymer modified cationic asphalt emulsion shall be obtained from the job site storage tank or the polymer modified slurry seal application truck. Aggregate samples shall be obtained from the project stockpile. Inspector shall observe the sampling of one (1) gallon of the emulsion and a representative sample of slurry seal aggregate. Contractor shall provide the samples and container to the inspector. Sampling of the polymer modified cationic asphalt emulsion shall be in accordance with AASHTO T 40. Sampling of the mineral aggregate shall be in accordance with AASHTO T 2.

Samples of the polymer modified slurry seal mixture shall be obtained from the pug mill discharge prior to the polymer modified slurry seal entering the lay down box and shall be of adequate size to fabricate all test specimens from one sample.

The Engineer or his representative shall be permitted to take samples of materials from the project at any time. The City may elect to perform testing on the samples to verify compliance of the materials with the Specifications.

- 5) Testing shall be undertaken by the Engineer whenever deemed necessary. The Engineer, or his representative, may suspend the application of the polymer modified slurry seal whenever changes in the materials or quality of the applied polymer modified slurry seal are noted. Work shall resume only when the noted deficiencies are corrected to the satisfaction of the Engineer. When work is suspended for this reason, samples will be taken immediately.

The Engineer may send samples to a testing laboratory. Testing will be at the City's expense unless deficiencies are verified by the testing. The contractor shall reimburse the City for the cost of any testing required by deficient materials or application of the polymer modified slurry seal.

F. Proportioning: Aggregate, mineral filler, polymer modified cationic asphalt emulsion, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the Job Mix Formula approved by the Engineer. 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, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

- 1) The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The polymer modified cationic asphalt emulsion shall be proportioned by a



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positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with ISSA MA-1 standards

The delivery rate of aggregate and polymer modified cationic asphalt emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with ISSA MA-1 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least three tons each. The emulsion pump shall deliver polymer modified cationic asphalt emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons each.

- 2) The polymer modified cationic asphalt emulsion storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the polymer modified cationic asphalt emulsion level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the polymer modified cationic asphalt emulsion and shall be accurate to within 10°F.

- 3) The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

G. Mixing and Spreading Equipment: The polymer modified slurry seal shall be mixed in a continuous flow pugmill mixer of adequate size and power for the type of polymer modified slurry seal to be placed. The aggregate shall be pre-wet immediately prior to mixing with the emulsion. The mixing unit of the mixing chamber shall be capable of thoroughly blending all ingredients together. No violent mixing shall be permitted. An approved fines feeder that provides an accurate metering device or method to introduce a predetermined amount of mineral filler into the mixer at the same time and location that the aggregate is fed will be required. The mixing machine shall be equipped with a water pressure system and fog type spray bar, adequate for complete water fogging of the surface preceding the spreading equipment. The rate of application of the water shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface to insure that the entire surface is damp with no apparent flowing water in front of the slurry box. Indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the polymer modified cationic asphalt emulsion, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.



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The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

Calibration: Each slurry mixing unit to be used in performance of the work shall be calibrated specifically for the contract prior to construction. Previous calibration documentation covering the exact materials to be used will not be accepted. The documentation shall include an individual calibration of each material at various setting, which shall be related to the machine metering device(s). No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

The polymer modified slurry seal mixture shall be spread by means of a spreader box conforming to the following requirements:

H. Spreader Box: The spreader box shall be capable of placing the polymer modified slurry seal a minimum of 12 feet wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of polymer modified slurry seal from the box. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of polymer modified slurry seal and polymer modified cationic asphalt emulsion at the start of each work shift.

- 1) The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform polymer modified slurry seal finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the polymer modified slurry seal. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.
- 2) Hand Work: Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees (36-inches wide) to provide complete and uniform slurry seal coverage and finish in the direction as applied with a burlap mop. Contractor shall provide the necessary hand tools and any support equipment which is exclusive to the slurry seal operation

I. Preparation for Polymer Modified Slurry Sealing: Before placing the polymer modified slurry seal, The Contractor shall be responsible for clearing the street of any obstruction (low hanging tree limbs, trash piles, etc.) interfering with the completion of the contract. The pavement surface shall be cleaned by sweeping with PM-10 efficient type self-propelled pick up sweeper, flushing or by other means necessary to remove loose particles of paving, dirt, vegetation and other objectionable material. All areas will be swept to the satisfaction of the inspector.

- 1) A paint binder (tack coat) of asphaltic emulsion shall be applied to all Portland cement concrete surfaces when there is a contract item for the work or when the work is required in these special provisions. The asphaltic emulsion for paint binder (tack coat) shall be grade SS1, SS1h, CSS1 or CSS1h and shall conform to the provisions of AASHTO M-140 or AASHTO M 208 "Emulsified Asphalts". The asphaltic emulsion shall be mixed in the proportion of one part of emulsion (which contains up to 43 percent water) to 3 parts water. The mixture shall be applied at the approximate rate of 0.04 – 0.08 g/yd². When asphaltic emulsion is used as a paint binder (tack coat), polymer modified slurry seal shall not be placed until the asphaltic emulsion has cured.

J. Placing: The polymer modified slurry seal mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.



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- 1) The polymer modified slurry seal mixture shall not be placed when the ambient temperature is below 50 °F or during unsuitable weather. Polymer modified slurry seal shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours.
- 2) Polymer modified slurry seal shall be spread at a rate within the following ranges of pound of dry aggregate per square yard.

Aggregate Type	Location	Spread Rate (lbs/yd ²)
Type II	Full Traffic Width	12 – 18
Type III	Full Traffic Width	18 - 25

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

- 3) Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches. Building paper shall be placed at the transverse joints to avoid double placement of the polymer modified slurry seal. Other suitable methods to avoid double placement of the polymer modified slurry seal will be allowed. No excessive buildup, uncovered areas, or unsightly appearance shall be determined on longitudinal or transverse joints. Hand tools shall be available to remove spillage.
- 4) The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the polymer modified cationic asphalt emulsion and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities. No streaks, such as those caused by oversize aggregate, will be left in the finished surface. If excess oversized aggregate develops, the job will be stopped until the contractor can prove the situation has been corrected. Adequate means shall be provided to protect the polymer modified slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the polymer modified slurry seal will not adhere to or be picked up by the tires of vehicles.
- 5) Placement of the polymer modified slurry seal shall cease a minimum of one hour before the expiration of the road closure hours as specified in Section IV “Traffic Control” of these special provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

K. Rollers

- 1) Rollers shall be self-propelled rubber tired rollers (9-12 ton). The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of two (2) full coverages by the roller. Rolling shall not commence until slurry has cured enough so that the slurry will not pick up when rolled. It shall be rolled until all ridges have been ironed out and a uniform surface is obtained.
- 2) Rollers shall have an operating strobe light or rotating beacon.

L. Test Strip: The Contractor shall construct a test strip at the discretion of the Engineer. If required, the test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be constructed at either at night time or early morning and shall cure and be open to traffic within 75 minutes of application.

- 1) The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.



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M. Procedure: The contractor shall perform the service in a safe, acceptable, workmanlike manner. Personnel shall be experienced, knowledgeable and capable in all aspects of performing the service. The same personnel that start the project shall remain on the project for the life of the project.

- 1) The equipment shall be in good repair and serviceable to operate in a reliable and safe manner.
- 2) The contractor shall place polymer modified slurry seal to the beginning and ending limits of the work as directed by the Engineer.
- 3) The contractor shall be responsible for providing the street cleaning, "No Parking" posting, and traffic control. Contractor shall place signs as directed by the Engineer to notify residents of any scheduled street closures. Signs shall be constructed per plans. The contractor shall place temporary no parking signs on scheduled collector and residential roadways to be slurry sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways. All traffic and/or traffic control devices on this project shall be provided maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual.
- 4) The Contractor shall notify all emergency services residents, apartment managers, post offices, schools and businesses by handbill 48 hours in advance of any street restriction that will affect access to there property. The Contractor shall present the handbill to the Public Works Operations Manager or designee for approval, prior to its distribution to the public. The handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the handbill shall be distributed the preceding Thursday. For Tuesday work, the handbill shall be distributed the preceding Friday. Should work not occur or be completed on the specified day, a new handbill will be distributed by the Contractor. The cost shall be incidental to the project. Re-notification shall be a minimum of 24 hours in advance. For rain days, the Contractor may "pre-notify" the public of potential non-work in lieu of re-notification.
- 5) Contractor shall sand intersections as directed by the Engineer to allow traffic to cross freshly placed polymer modified slurry seal at intersections, business entrances/exits and other locations that cannot, in the estimation of the Engineer, be completely closed to traffic. Sand material will be the same aggregate used in the polymer modified slurry seal mixture.
- 6) The Contractor shall be responsible for all cleanup of the work areas and staging areas. The Contractor shall be responsible for covering and uncovering all structure covers, such as manholes, valve, and monument covers. All street (full width and gutters) shall be swept by PM-10 efficient type self-propelled pick up sweeper no sooner than 24hrs after polymer modified slurry seal placement is complete.
- 7) At the end of each day's production, the contractor will provide to the Inspector a report containing the following information:
 - a. Tons of dry aggregate consumed that day
 - b. Tons of emulsion consumed that day; and
 - c. Footage covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

N. Schedule of Work: Work shall be performed during the hours of 8:00 a.m. to 3:30 p.m. The contractor shall provide schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be sealed each day including limits, the sequence of streets for each days work and which side of street to be sealed for each days work. .

O. Punch List Items: All punch list items must be completed 30 days after punch list is received by contractor from the City's representative.



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- P. Water:** Cost of water, if furnished by the City systems, will be borne by the City. The Contractor will have to arrange for the water to be metered.
- Q. Area Omissions:** All areas temporarily omitted by the Contractor during normal operations shall be logged and a list of the missed areas (addresses or intersections) given the inspector before the start of the next day's work.
- R. Clean Up:** All areas, such as sidewalks, gutters, and intersections, shall have slurry seal removed as specified by the City of Peoria. The Contractor shall sweep, with PM-10 efficient type self-propelled pick up sweeper, all areas surfaced not less than 24 hours after application. All areas will be swept to the satisfaction of the inspector.
- S. Repair of Early Distress:** If bleeding, raveling, delamination, rutting, or wash boarding occurs within 60 days after placing the polymer modified slurry seal, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.
- T. Patching:** Areas that require patching shall be full lane width or as directed by the inspector. Patching will be limited to one side of the street at a time
- U. Streets:** The streets to have polymer modified slurry seal applied are listed in the Attachments. The estimated areas includes cul-de-sacs, elbow turns and curb returns. The City reserves the right to make additions or deletions to the original quantity amount, and/or to the streets or number of streets, at the price bid per ~~Ton square yard~~.
- V. Measurement:** Polymer modified slurry seal will be measured by the ~~Ton Square Yard~~. The quantity of polymer modified slurry seal to be paid for will be by the ton the ~~square yards of~~ actual area covered by the polymer modified slurry seal.
- W. Payment:** The contract price paid per ~~Ton square yard~~ for polymer modified slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment, traffic control and incidentals, and for doing all the work involved in placing polymer modified slurry seal, complete in place, including asphaltic emulsion (paint binder and/or tack coat), testing for and furnishing mix design, cleaning the surface, furnishing added water and set-control additives, and protecting the polymer modified slurry seal until it has set, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.
- X. 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.

CONTRACTOR will provide any and all traffic control needed.

- Y. Stock Pile locations:** The Contractor shall be responsible for securing and maintain a marshaling yard as specified in MAG Standard Specification Sections 104.1.3, 104.1.4, and 107.6.1.
 - 1) MAG 107.6.1 **“Contractor's Marshaling Yard:** If the Contractor or his subcontractor utilizes property outside the limits of the project in the performance of the contract, the Contractor/subcontractor shall comply with the following: **107.6.1.1 Contractor's Marshaling Yard when the Agency is the Contracting Party:** (A) Prior to occupying the property, the Contractor shall provide written notification as to the number and location of all properties to be used. The notification shall specify in detail how the Contractor proposes to use each property and how he proposes to comply with (B) through (D) below. Also, the Contractor shall provide a statement, signed by the property owner(s), which gives the Contractor permission to use the property. (B) The property(s) shall be adequately maintained to control dust, mud, trash and other pollutants from leaving the property. (C) Work on the property(s) shall be scheduled so as to comply with the Agency Noise Ordinance. (D) Use of the property(s) such as location of stored materials, service of equipment, etc., shall be conducted to minimize impact on adjacent properties. (E) The Contractor shall leave the property in a condition, as determined by the Engineer, equivalent to



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that which existed prior to entry. In no case shall any use cause, or allow to remain, any negative impact to adjoining properties or right-of-way unless such impact existed prior to the Contractors' use. (F) The Contractor shall obtain a written release signed and dated from each property owner after completion of use. Each release shall state that, at the time of signing, the owner accepts the property in its present condition from the Contractor and relieves the Contractor and the Agency from any or all claims for the use or damage to said property. A copy of each release shall be submitted to the Engineer. (G) This Subsection also applies to all levels of subcontractors who will need to obtain marshaling yards for the project, which will be separate from that of the Contractor. It will be the responsibility of the Contractor to obtain copies of the various documents from the subcontractors, as required above, and provide them to the Engineer.

- 2) MAG 107.6.1.2 Contractor's Marshaling Yard when the Agency is not the Contracting Party (private development, utility work, subdivision construction, etc): All conditions will apply as in Subsection 107.6.1.1 except that the permit holder will be responsible for obtaining all documents. The permit holder will retain the documents and make them available to the Agency upon request.
- 3) MAG 107.6.2 The Contractor shall comply with the Agency Code concerning work hours and noise level during construction.

IV. SPECIAL PROVISIONS

A. Traffic Control

- 1) The contractor shall provide all traffic control and traffic control devices on this contract. All traffic affected by this construction shall be regulated in accordance with the latest City of Phoenix – Traffic Barricade Manual.
- 2) Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per ~~Ton square yard~~ (this includes parking lots). The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer.
- 3) The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers, and will be invoiced to the City as at the current "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.
- 4) All arterial and collector roadways shall have site specific traffic control plans submitted for approval by the contractor.
- 5) The contractor shall submit traffic control plans for approval at least 72 hours before the work is to commence.
- 6) Street restrictions on arterials and collector streets will not be permitted before 8:30 A.M. and roadway opened by 4:00 P.M.
- 7) Restriction of traffic and lane channelization shall not exceed 1 – (one) lane at a time unless otherwise approved by the Project Engineer / Project Manager.
- 8) Night work will not be permitted unless otherwise approved by the Project Engineer / Project Manager.
- 9) At least one off duty Police Officer shall be required at all signalized intersections including work within 250 feet of the intersection.



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10) When construction activities require the use of flagmen, it shall be the contractors' responsibility to provide certified and adequately trained personnel to serve as flagmen.

B. Citizen Notification

1) The contractor shall notify all emergency services, residents, apartment managers, and businesses by handbill 48 hours in advance of any street restrictions that will affect access to their property.

C. Clean Up

1) Clean-up shall include the removal of slurry seal material from manhole covers, valve covers, survey monuments, gutters curbs, etc., in the job area on a daily basis. Clean up shall also include any materials used to clean up the slurry seal. The contractor and the inspector shall conduct a pre-final for each stockpile prior to commencing work in the next scheduled stock pile location. All slurry repair work shall be completed prior to moving to the next area to be slurry sealed.

D. Access: The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

The Contractor shall ensure that all sidewalks on this project remain in compliance with all the issues outlined by the American Disabilities Act of 1990. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Public Works

Operations Manager or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

The Contractor shall provide clean and safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to school zones and crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions, and shall restore access as soon as possible.



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The Contractor shall maintain the Emergency entrance to Hospital by way of a paved lane for emergency vehicles at all times for the duration of the project. The Contractor shall coordinate with the Hospital 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain emergency vehicle access to and from the police station at all times. The Contractor shall coordinate with the Police Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall coordinate or provide sanitation pick-up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Peoria Solid Waste Division in order that refuse collection service can be maintained.

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Public Works Operations Manager or her designee

V. SURFACE TREATMENT STRIPING SPECIFICATIONS

- A.** It is the General Contractors responsibility to notify the Striping Contractor when used prior to all surface treatments that will cover existing pavement markings. The striping contractor will be responsible to identify all lane dimensions prior to the surface treatment. This shall be accomplished by creating field drawings that will allow the striping contractor or City crews to replace all pavement markings to the exact location as prior to the surface treatment. If the City of Peoria wishes to change a striping pattern on a particular section of roadway, they will notify the striping contractor prior to the layout . The City of Peoria will identify the new control points for the striping contractor. All pavement markings will be completed no longer than 3 days after the surface treatment is complete.
- B.** All pavement markings applied shall conform to the City of Peoria specifications and the “Manual on Uniform Traffic Control Devices” adopted and being used by A.D.O.T.
- C.** The striping contractor shall notify the City of Peoria, Public Works Traffic Maintenance Inspector Two working Days in advance of any striping. The striping contractor shall be responsible for layout of permanent pavement markings on final surface course following the control points that need to be set no more than 25 feet apart using the string line method along the lines to be striped. Upon completion of the layout prior to the installation of the permanent pavement markings, the striping contractor shall contact the Traffic Inspector to make arrangements for inspection prior to permanent pavement markings. Any striping applied before an approved inspection shall be removed and re striped at the contractors expense. Only when layout is required, the Contractor shall mark all lane markings and crosswalks using a string line method to allow for a maximum of 10’ spacing between marks.
- D.** The dimensions shown for pavement striping are to the center of the striping, or, in the case of double striping, to the center of the double striping.
- E.** Crosswalks, stop bars, cross hatches and chevrons I shall be installed using alkyd thermo plastic applied at 90 mil thickness; longitudinal striping shall be installed with water based traffic paint at 15-mil thickness. Paint and bead samples shall be provided to the City of Peoria Inspector upon request. Symbols, school crosswalks and roll out sign circles shall be installed using 3m reflective tape Type 270 or 271.



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- F.** All raised pavement markers shall be Type D for the yellow and Type G for the white. They shall be installed with a bituminous adhesive which is on the A.D.O.T. approved product list. All raised pavement markers will be completed no longer than 3 days after the striping is complete.
- G.** All raised pavement markers shall be installed so that the reflective face of each marker is facing the direction of traffic flow.
- H.** When raised pavement markers are placed along solid striping, the nearest edge of marker shall offset no less than 4 inches and no more than 6 inches from the nearest edge of striping.
- I.** The contractor shall clean the roadway surface to the satisfaction of the inspector by sweeping and or air blowing immediately prior to the placement of all pavement markings. The roadway surface shall be dry and the air and pavement temperature should not be less than 50 degrees F and rising.
- J.** All dimensions are in Feet unless otherwise noted on the plans or the detail drawings.
- K.** Following completed striping the contractor shall provide total quantities of striping per individual roadway to the inspector.

VI. PAVEMENT MARKING EQUIPMENT

- A.** In order to reduce time traffic disrupted, as well as maintain the quality of work the City of Peoria requires, all longitudinal striping exceeding 500 feet of continual striping requires a truck mounted unit. This unit shall have the capability of agitating paint and a minimal paint capacity of 100 gallons of traffic yellow, 100 gallons of traffic white and 700 pounds of glass beads. This unit will be capable of striping both yellow and white simultaneously on the left and right side of vehicle while traveling at speeds of 7 miles per hour. This unit will also have the capabilities of adjusting striping and glass bead patterns from 4 to 8 inches.
- B.** All short line pavements marking equipment will have the capabilities to apply glass beads at a rate of 6 pounds per gallon of paint and 7 pounds per 100 square feet of thermoplastic.



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**CITY OF PEORIA SPECIFICATIONS
FOR MICRO-SURFACING (TYPE II OR TYPE III)**

I. PURPOSE

The City of Peoria intends to establish a contract with a qualified firm to provide delivery and application of Micro-Surfacing type II or type III AND Polymer modified slurry seal type II or type III. The City's estimated annual expenditure for both types is approximately \$1.7M combined.

II. GENERAL

The City of Peoria adopted the "Uniform Standard Specification for Pubic Works Construction", which are sponsored and distributed by the Maricopa Association of Governments. Copies of these documents, with revisions, are on file in the Office of the Clerk of the City of Peoria, and are hereby made a part of these contract documents.

Whenever in the Uniform Standards Specification, the words "the contracting agency" is used, the meaning shall be the City of Peoria.

In all cases where ASTM, ASSHTO, AWWA, USAS, Federal, City of Phoenix, MAG Specifications, Maricopa County, Arizona State Highway, or other standard specifications are referred to, unless otherwise stated, revision, supplements or addenda issued on or before the date of this contract, shall prevail.

In the event of any conflict between these project specifications and the requirements of the plans, detail drawing, MAG Standard Details and Specifications, these project specifications shall prevail.

III. CONSTRUCTION SPECIFICATIONS

A. Non-Compliance: If any two successive tests fail on the stockpile material or emulsion, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the City of Peoria that the conditions have been corrected.

B. Description: The work described herein shall consist of constructing micro-surfacing on an existing asphaltic concrete pavement surface. This specification covers the materials, equipment, and construction procedures for resurfacing and/or rut-filling of existing paved surfaces. The micro-surfacing shall be a mixture of mineral aggregate, polymer modified emulsified asphalt, mineral filler, water, and other additives, properly proportioned, mixed, and spread on the pavement surface in accordance with the specifications, and as directed by the Engineer.

The finished product shall be able to accept straight, rolling traffic within one hour after placement without damage; however, stopping and starting traffic, and adverse weather conditions, may require additional curing time.

The contractor shall supply all materials, labor, and equipment necessary to perform the micro-surfacing work as described herein, or as directed by the Engineer.

The contractor shall provide a minimum two-hour orientation session for project personnel, covering the construction process, materials control, and materials measurement by true weight delivered versus machine dial readings.

The contractor shall provide to the Engineer, on a daily basis, the quantity of material delivered versus material placed through the micro-surfacing mixer based on dial gauge readings. The Engineer will independently verify all dial gauge readings, and weight of material delivered. This information will be used as a check against the job mix formula proportions.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.



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References are made herein to the following nationally recognized organizations:

- AASHTO American Association of State Highway and Transportation Officials
- ASTM American Society for Testing and Materials
- ISSA International Slurry Surfacing Association

C. Materials:

1) **General:**

All materials shall be approved by the Engineer prior to the start of construction.

The Engineer reserves the right to sample and test any materials used on the project. All materials that do not meet specifications will be rejected.

The information given in **Table 1** shall be used to estimate the quantities of emulsified asphalt and dry mineral aggregate for Type II and Type III micro-surfacing. Exact quantities of emulsified asphalt and dry mineral aggregate shall be determined by job mix formula, or as directed by the Engineer.

TABLE 1		
Material	Type II Micro-Surfacing	Type III Micro-Surfacing
Emulsified Asphalt, by weight of Dry Mineral Aggregate, percent	14	13
Dry Mineral Aggregate, pounds per square yard	22	30

2) **Emulsified Asphalt:**

Polymer modified, cationic, quick setting (mixing grade) emulsified asphalt (PMCQS-1h) shall be used. A minimum of 4% polymer solids, by total weight of polymer and asphalt residue, shall be added prior to the mill head. The type and amount of polymer solids used shall be certified by the supplier.

The polymer modified emulsified asphalt shall conform to the requirements of **Table 2**.

TABLE 2 Polymer Modified Emulsified Asphalt (PMCQS-1h)		
TESTS ON EMULSION	TEST METHOD	SPECIFICATION LIMITS
Viscosity, Saybolt Furol seconds @ 77 °F	AASHTO T-59	20 - 100
Sieve Test, retained on No. 20, %	AASHTO T-59	0.30 Max
Particle Charge	AASHTO T-59	Positive
Storage Stability Test, 24 hours, %	AASHTO T-59	1.0 Max



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Percent Asphalt Residue by Evaporation	Arizona Test Method 512 (1)	60 Min
TESTS ON RESIDUE BY DISTILLATION AASHTO T-59 (350 °F Max.)	TEST METHOD	SPECIFICATION LIMITS
Kinematic Viscosity @ 275 °F, cst	AASHTO T-201	650 Min
Penetration, 77 °F, 100 g, 5 seconds, 0.1 mm	AASHTO T-49	40 - 90
Softening Point, °F	AASHTO T-53	140 Min
Ductility, 77 °F, 5 cm/minute, cm	AASHTO T-51	60 Min
Elastic Recovery @ 77 °F, %	AASHTO T-301 (2)	55 Min

(1) The percent of asphalt residue will be determined in accordance with the requirements of Arizona Test Method 512 when only residue percent is being tested; however, in the case of dispute or when residue testing is required, the percent of asphalt residue by distillation (AASHTO T 59, modified to 350 °F) will be used.

(2) Testing shall be performed on residue by distillation, not on residue by oven evaporation.

3) Mineral Aggregate:

The mineral aggregate used shall be of the type and grade specified for the particular use of the micro-surfacing. Mineral aggregate shall consist of sound and durable crushed gravel or crushed stone. The material shall be free from organic matter and other deleterious materials. Aggregates shall be 100% crushed material with no rounded particles. All aggregate shall be free of caked lumps and oversize particles. No natural sand will be allowed.

The mineral aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed

The gradation of the mineral aggregate shall be Type II or Type III, as determined by the Engineer; however, mineral aggregate meeting the requirements of Type III shall be used for rut-filling. The gradation of the mineral aggregate, when tested in accordance with the requirements of AASHTO T 11 and T 27, shall conform to the requirements of **Table 3**.



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TABLE 3

SIEVE SIZE	PERCENT PASSING SIEVES		
	MIX DESIGN GRADING LIMITS		PRODUCTION TOLERANCES (See Note Below)
	TYPE II	TYPE III	
3/8 inch	100	100	± 7
No. 4	85-100	70-90	± 7
No. 8	65-90	45-70	± 7
No. 16	45-70	28-50	± 7
No. 30	30-50	19-34	± 7
No. 50	18-30	12-25	± 6
No. 100	10-21	7-18	± 5
No. 200	5.0-15.0	5.0-15.0	± 4.0

Note: The allowable tolerance during production will be determined by applying the production tolerances to the job mix formula target values. However, the allowable production tolerance shall not fall outside the mix design grading limits in this table.

The mineral aggregate shall conform to the requirements of **Table 4** when tested in accordance with the applicable test methods.

**TABLE 4
MINERAL AGGREGATE CHARACTERISTICS**

Characteristic	Test Method	Requirement
Sand Equivalent	AASHTO T 176 (After thoroughly sieving the sample, no additional cleaning of the fines from the plus No. 4 material is required.)	Minimum 60
Carbonates	Arizona Test Method 238	Maximum 20%
Abrasion	AASHTO T 96	500 Rev., Max. 40%
Fractured Coarse Aggregate Particles	Arizona Test Method 212	Minimum 95% (with at least one fractured face)
Uncompacted Void Content	Arizona Test Method 247	Minimum 45.0%



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Tests on aggregates outlined in **Table 4**, other than abrasion, shall be performed on materials furnished for development of job mix formula purposes. Abrasion testing shall be performed separately for each source of mineral aggregate. All sources shall meet the requirements for abrasion. If desired, abrasion testing may be performed utilizing the parent aggregate from each source. Historical abrasion values may be supplied on sources provided the testing was conducted within the past twelve (12) months.

4) Mineral Filler:

Mineral filler, required by job mix formula, shall be Type I or Type II Portland cement conforming to the requirements of ASTM C 150. The mineral filler shall be added by weight of dry aggregate as specified by the job mix formula.

5) Water:

The water used shall be free of any injurious impurities. Potable water obtained from public utility distribution lines will be acceptable. The contractor shall state the source of water.

6) Additives:

Additives may be used to accelerate or retard the breaking of the emulsified asphalt and the set time of the micro-surfacing mixture, or to improve the resulting finished surface.

Appropriate additives, and their applicable use range, shall be specified in the job mix formula.

D. Job Mix Formula: (JMF)

All materials shall be pre-tested in a certified laboratory, selected by the City, as to the materials suitability for use in the micro-surfacing material. At least seven (7) working days before the micro-surfacing placement commences, the contractor shall provide a job mix formula (JMF) which has been sealed, signed, and dated by a professional engineer registered in the State of Arizona, and experienced in the preparation of micro-surfacing mix designs and approved by the Engineer covering the specific materials proposed for use on the project

Compatibility of the aggregate, mineral filler, water, additives, and polymer modified emulsified asphalt shall be evaluated during the mix design process.

All the materials used in the job mix formula shall be representative of the materials proposed by the contractor for use on the project.

The JMF must be approved by the Engineer prior to the start of micro-surfacing production. After the JMF has been approved, no material substitution will be permitted unless approved by the Engineer.

In addition to the other requirements stated herein, the JMF shall conform to the requirements of **Table 5**.

TABLE 5		
PROPERTY	TEST METHOD	REQUIREMENT
Residual Asphalt Content Type II Residual Asphalt Content Type III		7.5% - 13.5% by weight of dry aggregate 6.5% - 12.0% by weight of dry aggregate
Mineral Filler	----	0.1% - 2.0% by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties



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Mix Time @ 77 °F	ISSA TB-113	Controllable to 120 seconds minimum
Consistency	ISSA TB-106	2.5 - 3.0 cm
Wet Track Abrasion Loss (1 hour soak)	ISSA TB-100	50 g/ft ² maximum
Wet Track Abrasion Loss (6 day soak)	ISSA TB-100	75 g/ft ² maximum
Wet Stripping	ISSA TB-114	90% minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/cm minimum
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/cm minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft ² maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

The JMF shall include test results showing the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T 19.

The JMF must show the recommended proportions of aggregate, mineral filler, water, additive(s), and polymer modified emulsified asphalt; and how the proportions are based (dry aggregate weight, total mix, etc). The JMF must also show the allowable production tolerance for residual asphalt content based on an +/- 1% production tolerance of the emulsified asphalt.

E. Equipment:

1) **General:**

All equipment, tools, and machines used in the application of micro-surfacing shall be maintained in satisfactory working condition at all times.

2) **Proportioning Devices:**

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. Proportioning devices shall be capable of determining the material output at any time.

The proportioning of emulsion, mineral filler, water, and additives shall be tied directly to aggregate flow.

3) **Mixing Equipment:**

The machine shall be specifically designed and manufactured to apply micro-surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro-surfacing mixing machine. It shall be a continuous-flow mixing unit that accurately delivers and proportions the mix components through a revolving multi-blade, double-



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shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The machine shall be a continuous-run machine capable of loading materials while continuing to apply micro-surfacing. The machine shall be equipped to provide the operator with full control of the forward and reverse speeds during application. It shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

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

Truck mounted mixing machines are not allowed.

4) Spreading Equipment:

a.) General:

The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

The spreading equipment shall be maintained free from buildup of the mixture on the paddles or side walls.

b.) Secondary Strike-Off:

A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall be adjustable to match the width of the spreader box and allow for varying pressures to control the surface texture.

c.) Rut-Filling Equipment:

When required, micro-surfacing material may be used to fill ruts or other depressions in the existing surface. Ruts shall be filled independently with a rut-filling box. Ruts may require multiple applications with the rut-filling box to restore the cross-section. All rut-filling material should cure under traffic for at least twenty-four hours before additional material is placed.

F. Calibration:

Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Engineer prior to the start of micro-surfacing production. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and/or accepted. The ISSA Inspector's Manual describes a method that may be used for machine calibration.

G. Weather Limitations:

The micro-surfacing shall only be placed when there is no rain, the air temperature is at least 45°F, and the surface temperature is 50°F or higher. No micro-surfacing shall be applied when there is danger that the finished product will freeze before 24 hours. The mixture shall not be applied if weather conditions prolong opening to traffic beyond a reasonable time.



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At any time, the Engineer may require that the work cease or that the work day be reduced in the event that weather conditions, either existing or expected, are anticipated to have an adverse effect upon the micro-surfacing.

H. Construction Requirements:

1) Surface Preparation:

Immediately prior to applying the micro-surfacing, the surface shall be cleared of all loose material, dirt, vegetation, and other objectionable material. . The Contractor shall sweep all areas to be surfaced with PM-10 efficient type self-propelled pick up sweeper,. All areas will be swept to the satisfaction of the inspector prior to surfacing.

If water is used, cracks shall be allowed to dry thoroughly before applying micro-surfacing.

A paint binder (tack coat) of asphaltic emulsion shall be applied to all Portland cement concrete surfaces when there is a contract item for the work or when the work is required in these special provisions. The asphaltic emulsion for paint binder (tack coat) shall be grade SS1, SS1h, CSS1 or CSS1h and shall conform to the provisions of AASHTO M-140 or AASHTO M 208 "Emulsified Asphalts". The asphaltic emulsion shall be mixed in the proportion of one part of emulsion (which contains up to 43 percent water) to 3 parts water. The mixture shall be applied at the approximate rate of 0.04 – 0.08 g/yd². When asphaltic emulsion is used as a paint binder (tack coat), micro-surfacing shall not be placed until the asphaltic emulsion has cured.

2) Protection of Existing Features:

The contractor shall take all necessary precautions to prevent micro-surfacing or other materials used in the work from entering or adhering to manholes, valve boxes, catch basins, etc. Immediately after surfacing, the contractor shall clean and leave any such items in a condition satisfactory to the inspector.

3) Mixing and Application:

The micro-surfacing mixture shall be proportioned in accordance with the JMF.

The contractor shall determine and document the stockpile moisture content daily, and adjust the operation accordingly.

The micro-surfacing mixture shall be of the desired consistency when deposited in the spreader 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. No lumps or unmixed aggregate shall be permitted. The mixture shall be discharged into the spreader box at a sufficient rate to maintain an ample supply across the full width of the spreader box at all times. Overloading of the spreader box shall be avoided.

The micro-surfacing mixture shall possess sufficient stability so that premature breaking of the emulsified asphalt in the spreader box will not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion, and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Spraying of additional water into the spreader box is not allowed.

The surface of the existing pavement shall be pre-wetted by fogging with water ahead of the spreader box. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the spreader box. The rate of application of the fog spray shall be adjusted as the ambient temperature, surface texture, humidity, and dryness of the pavement change.

The surface texture variation of the existing pavement throughout the work will dictate the actual spreading rates. The strike-off squeegee shall be adjusted to provide a micro-surfacing 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. The requirement for an additional thickness not exceeding one and one-half times the largest top-size stone does not apply to rut filling operations, as these depths may vary significantly due to the surface irregularities.



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The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the polymer modified cationic asphalt emulsion and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities. No streaks, such as those caused by oversize aggregate, will be left in the finished surface. If excess oversized aggregate develops, the job will be stopped until the contractor can prove the situation has been corrected. Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro-surfacing will not adhere to or be picked up by the tires of vehicles.

Placement of the micro-surfacing shall cease a minimum of one hour before the expiration of the road closure hours as specified in Section IV "Traffic Control" of these special provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

Any skips, lumps, or tears in the finished product will not be allowed.

4) Joints:

No excessive buildup, untreated areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the work. When possible, longitudinal joints shall be located within one foot of the center of a lane or within one foot of the centerline between two adjacent lanes. A four inch maximum overlap will be permitted on longitudinal joints. Partial width passes shall only be used when necessary and shall not be the last pass of any paved area. Longitudinal joints shall have no more than a 1/4 inch difference in elevation when measured by placing a 10-foot straightedge over the joint.

Care shall be taken to ensure straight lines along curbs 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.

5) Handwork:

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box.

I. Sampling and Testing Requirements:

1) Material Sampling and Quality Acceptance:

The minimum acceptable sampling frequency shall be at the Engineers direction and shall include:

- Polymer Modified Cationic Asphalt Emulsion
- Mineral Aggregate
- Micro- surfacing Mixture

Polymer Modified Cationic Asphalt Emulsion shall be tested for compliance to the applicable specification in this special provision. At the Engineers discretion the polymer modified cationic asphalt emulsion can be tested for compliance with selected performance indicating portions of the specification, and shall conform to the requirements of **Table 2**.

The mineral aggregate shall be tested for gradation and Sand Equivalent in accordance with these special provisions, and shall conform to the production requirements of **Table 3**

The micro-surfacing material may be sampled and tested for residual asphalt content in accordance with AASHTO T164. The residual asphalt content, by weight of dry aggregate, shall be within the allowable production tolerance as presented in the JMF.



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Prior to the start of micro-surfacing production, the Engineer shall obtain a representative sample of mineral aggregate for testing. The material shall be tested for gradation in accordance with these special provisions, and shall conform to the production tolerances shown in **Table 3**. The sand equivalent, fractured coarse aggregate particles, and uncompacted void content shall conform to the requirements of **Table 4**. If the mineral aggregate does not meet these requirements, production shall not begin until the mineral aggregate is in compliance with these requirements.

Should testing indicate results not meeting these requirements, operations shall cease and the contractor shall have the option of providing a new JMF or correcting the deficiencies.

2) Sampling:

Samples of polymer modified cationic asphalt emulsion shall be obtained from the job site storage tank or the application truck storage tank. Aggregate samples shall be obtained from the project stockpile. Inspector shall observe the sampling of one (1) gallon of the emulsion and a representative sample mineral aggregate. Contractor shall provide the samples and container to the inspector. Sampling of the polymer modified cationic asphalt emulsion shall be in accordance with AASHTO T 40. Sampling of the mineral aggregate shall be in accordance with AASHTO T 2.

Samples of the micro-surfacing material shall be obtained from the pug mill discharge prior to the micro-surfacing material entering the lay down box and shall be of adequate size to fabricate all test specimens from one sample.

The Engineer or his representative shall be permitted to take samples of materials from the project at any time. The City may elect to perform testing on the samples to verify compliance of the materials with the Specifications.

3) Testing:

Testing shall be undertaken by the Engineer whenever deemed necessary. The Engineer, or his representative, may suspend the application of micro-surfacing whenever changes in the materials or quality of the applied micro-surfacing materials are noted. Work shall resume only when the noted deficiencies are corrected to the satisfaction of the Engineer. When work is suspended for this reason, samples will be taken immediately.

The Engineer may send samples to a testing laboratory. Testing will be at the City's expense unless deficiencies are verified by the testing. The contractor shall reimburse the City for the cost of any testing required by deficient materials or application of the micro-surfacing material.

~~J. Rollers~~

~~Rollers shall be self propelled rubber tired rollers (9-12 ton). The roller shall be equipped with an operating water spray system. The resurfaced area shall be subjected to a minimum of two (2) full coverages by the roller. Rolling shall not commence until slurry has cured enough so that the slurry will not pick up when rolled. It shall be rolled until all ridges have been ironed out and a uniform surface is obtained.~~

~~Rollers shall have an operating strobe light or rotating beacon.~~

K. Test Strip:

The Contractor shall construct a test strip at the discretion of the Engineer. If required, the test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be constructed at either at night time or early morning and shall cure and be open to traffic within 75 minutes of application.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the JMF and placement procedure are acceptable. If the JMF or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which



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have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

L. Procedure:

The contractor shall perform the service in a safe, acceptable, workmanlike manner. Personnel shall be experienced, knowledgeable and capable in all aspects of performing the service. The same personnel that start the project shall remain on the project for the life of the project.

The equipment shall be in good repair and serviceable to operate in a reliable and safe manner.

Any equipment or piece of equipment that fails to produce the desired surface shall be repaired and/or replaced by the Contractor at no cost to the City. The Public Works Operations Manager or their designee shall determine if the equipment and/or finished product are in compliance

1) Sanding

Contractor shall sand intersections as directed by the Engineer to allow traffic to cross freshly placed micro-surfacing at intersections, business entrances/exits and other locations that cannot, in the estimation of the Engineer, be completely closed to traffic. Sand material will be the same aggregate used in the micro-surfacing mixture.

2) Clean-Up

The Contractor shall be responsible for all clean up of the work areas and staging areas. The Contractor shall be responsible for covering and uncovering all structure covers, such as manholes, valve, and monument covers. All street (full width and gutters) shall be swept by mechanical means no sooner than 24 hrs after micro-surfacing placement is complete.

At the end of each day's production, the contractor will provide to the Inspector a report containing the following information:

- Tons of dry aggregate consumed that day
- Tons of emulsion consumed that day; and
- Footage covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

M. Schedule of Work:

Work shall be performed during the hours of 8:30 a.m. to 4:00 p.m. The contractor shall provide schedules every Thursday for the following week's work. The schedule shall include, but not be limited to the following: A map indicating the streets to be sealed each day including limits, the sequence of streets for each days work and which side of street to be sealed for each days work.

N. Punch List Items:

All punch list items must be completed within 30 days after punch list is received by contractor from the City's representative.

O. Water:

Cost of water, if furnished by the City systems, will be borne by the City. The Contractor will have to arrange for the water to be metered.



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P. Area Omissions:

All areas temporarily omitted by the Contractor during normal operations shall be logged and a list of the missed areas (addresses or intersections) given the inspector before the start of the next day’s work.

Q. Clean Up:

All areas, such as sidewalks, gutters, and intersections, shall have surface treatment removed as specified by the City of Peoria. The Contractor shall sweep, with PM-10 efficient type self-propelled pick up sweeper, all areas surfaced, no sooner than 24 hours after application. All areas will be swept to the satisfaction of the inspector before final acceptance of the project will be given. (**If additional sweeping is required it shall be considered incidental to the project**)

R. Repair of Early Distress:

If bleeding, raveling, delaminating, rutting, or wash boarding occurs within 60 days after placing the micro-surfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

S. Patching:

1) **Areas that require patching shall be full lane width using type II micro surfacing.** All micro-surfacing repair work shall be completed prior to moving to the next area to be placed. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade Manual.

T. Streets:

The streets to have micro-surfacing applied are listed in the Attachments. The estimated areas includes cul-de-sacs, elbow turns and curb returns. The City reserves the right to make additions or deletions to the original quantity amount, and/or to the streets or number of streets, at the price bid per Ton square yard.

U. Measurement:

Micro-surfacing will be measured by the Ton Square Yard. The quantity of micro-surfacing to be paid for will be the ~~square yards of~~ actual area covered by the micro-surfacing material.

V. Payment:

The contract price paid per Ton Square Yard for micro-surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, traffic control and incidentals, and for doing all the work involved in placing micro-surfacing, complete in place, including asphaltic emulsion (paint binder and/or tack coat), testing for and furnishing JMF, cleaning the surface, furnishing added water and set-control additives, and protecting the micro-surfacing until it has set, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

IV. SPECIAL PROVISIONS

A. Traffic Control

- 1) The contractor shall provide all traffic control and traffic control devices on this contract. All traffic affected by this construction shall be regulated in accordance with the latest City of Phoenix – Traffic Barricade Manual.
- 2) Traffic control costs, except for uniformed off-duty police officers, are considered incidental to the project and are not considered a separate pay item and shall be included in the price per Ton square yard (this includes parking lots). The type of traffic control used must be approved by the City. All requests for uniformed off-duty police officers must be made by the contractor, to the City of Peoria Police Department Off-Duty Coordinator via e-mail to offduty@peoriaaz.gov or telephone at (623) 773-7096. If the City of Peoria Off-Duty Coordinator determines



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that no officers are available, the Contractor may then schedule the services of an alternate AZ POST Certified Officer.

- 3) The City, at its sole discretion, may require the stationing of one or more additional uniformed police officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, to facilitate traffic movement and promote work zone safety. Additionally, the cost for uniformed off-duty police officers, and will be invoiced to the City as at the current "Uniformed Off-Duty City of Peoria Police Officer" rate, or at the actual cost incurred by the Contractor. NO markups on uniformed off-duty police officers will be allowed. Measurement for the payment of uniformed off duty Peoria police officer hours will be made by the actual number of man-hours used.
- 4) All arterial and collector roadways shall have site specific traffic control plans submitted for approval by the contractor.
- 5) The contractor shall submit traffic control plans for approval at least 72 hours before the work is to commence.
- 6) Street restrictions on arterials and collector streets will not be permitted before 8:30 A.M. and roadway opened by 4:00 P.M.
- 7) Restriction of traffic and lane channelization shall not exceed 1 – (one) lane at a time unless otherwise approved by the Project Engineer / Project Manager.
- 8) Night work will not be permitted unless otherwise approved by the Project Engineer / Project Manager.
- 9) The Contractor shall provide a lighted arrow board for each active lane closure on any major road project. The Contractor shall provide one off-duty police officer, as defined in the City of Phoenix Traffic Barricade Manual, at signalized intersections of affected from 6:00 a.m. to 7:00 p.m. weekdays, and during working hours nights and weekends when traffic is restricted (as described in the Traffic Barricade Manual). An off duty police officer will be required when project requires work within 250 feet of a signalized intersection. Traffic control costs are considered incidental to the project and are not considered a separate pay item, with the following exception: The City may require the stationing of additional uniformed police officers to facilitate traffic movement and promote work zone safety. Additional officers beyond the requirements of the Phoenix Traffic Barricade Manual, latest revision, will be invoiced to the City at the actual cost incurred by the Contractor.
- 10) The Contractor shall provide traffic control devices for protection. The only cones permitted during the micro seal application and until the streets are opened up shall be the ORANGE 28" cones. The number of cones on hand must be sufficient (to be determined by the project Inspector) for an entire day's work, including any patchwork done that same day. The spacing of the cones and the signs to be used shall be per the City of Phoenix Traffic Barricade Manual, or at the direction of the Inspector. Unusable traffic control devices will be disposed of at the end of each workday and shall be incidental to the project.
- 11) When construction activities require the use of flagmen, it shall be the contractors' responsibility to provide certified and adequately trained personnel to serve as flagmen.

The contractor shall place temporary no parking signs on scheduled collector and residential roadways to be micro sealed 48 hours in advance of the application. There will be a minimum of ten per block per side or enough to provide clear and concise information to ensure no residential parking on scheduled roadways. All traffic and/or traffic control devices on this project shall be provided maintained and/or controlled as specified in the City of Phoenix Traffic Barricade Manual.

B. Access:

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor



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shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

The Contractor shall maintain local access to all side streets, access roads driveways, alleys, and parking lots at all times and shall notify residents 48 hours in advance of any restrictions which will affect their access. The Contractor shall restore the access as soon as possible. If the primary access cannot be restored in a timely manner, the Contractor shall provide an alternative which shall be pre-determined with the residents prior to imposing any restrictions. Any local street restrictions imposed shall be such that local area traffic circulation is maintained.

Access shall be maintained to adjacent businesses at all times during their hours of operation. Properties having more than one point of access shall not have more than one access restricted for more than fourteen (14) calendar days at any given time. Access to adjacent driveways shall be provided during all non-working hours. Any business restrictions shall be coordinated with the affected business at least 48 hours prior to imposing restrictions.

The Contractor shall ensure that all sidewalks on this project remain in compliance with all the issues outlined by the American Disabilities Act of 1990. All pedestrian-walking areas, whether paved or unpaved, shall be maintained open and safely usable at all times. Such measures as backfilling or ramping at a 12:1 slope to existing sidewalks, or providing alternate sidewalk areas adjacent to existing sidewalks may be used. In high pedestrian use areas, the Public Works Operations Manager or her designee may request temporary hard-surface walkways, and/or covered pedestrian walkways to be installed at no additional cost to the City.

The Contractor shall provide clean and safe school zones, crosswalks, and walkways for students attending nearby schools during all hours of school use. In addition to school zones and crosswalks, the Contractor shall maintain accessibility to all school bus routes during all hours of school use. The Contractor shall notify the school Principal(s) and the school administration office at least 48 hours prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain the Emergency entrance to Hospital by way of a paved lane for emergency vehicles at all times for the duration of the project. The Contractor shall coordinate with the Hospital 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain emergency vehicle access to and from the police station at all times. The Contractor shall coordinate with the Police Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall maintain access to all Parks during park hours. The Contractor shall coordinate with the Parks Department 48 hours or more prior to any restrictions, and shall restore access as soon as possible.

The Contractor shall coordinate or provide sanitation pick-up for affected residents by relocating trash containers, or by providing alternative measures acceptable to the Solid Waste Division of the City Public Works Department. At any time project construction shall require the closure or disruption of traffic in any roadway, alley, or refuse collection easement such that normal refuse collection will be interrupted, the Contractor shall, prior to causing such closure or disruption, make arrangements with the City of Peoria Solid Waste Division in order that refuse collection service can be maintained.

The Contractor shall maintain all existing bus stop locations on this project in a safe manner, or provide alternate bus stop locations and related directional signage as required by the Public Works Operations Manager or her designee.



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C. Notification

The Contractor shall notify all emergency services, residents, apartment managers, and businesses by handbill 48 hours in advance of any street restriction that will affect access to their property. The Contractor shall present the handbill to the Public Works Operations Manager or designee for approval, prior to its distribution to the public. The handbill will include the month (non-numeric) and dates expected for the restrictions. For Monday work, the handbill shall be distributed the preceding Thursday. For Tuesday work, the handbill shall be distributed the preceding Friday. Should work not occur or be completed on the specified day, a new handbill will be distributed by the Contractor. The cost shall be incidental to the project. Re-notification shall be a minimum of 24 hours in advance. For rain days, the Contractor may "pre-notify" the public of potential non-work in lieu of re-notification

D. Clean Up

Clean-up shall include the removal of slurry seal material from manhole covers, valve covers, survey monuments, gutters curbs, etc., in the job area on a daily basis. Clean up shall also include any materials used to clean up the surface treatment. The contractor and the inspector shall conduct a pre-final for each stockpile prior to commencing work in the next scheduled stock pile location.

V. SURFACE TREATMENT STRIPING SPECIFICATIONS

- A.** It is the General Contractors responsibility to notify the Striping Contractor (when used), prior to all surface treatments that will cover existing pavement markings. The striping contractor will be responsible to identify all lane dimensions prior to the surface treatment. This shall be accomplished by creating field drawings that will allow the striping contractor or City crews to replace all pavement markings to the exact location as prior to the surface treatment. If the City of Peoria wishes to change a striping pattern on a particular section of roadway, they will notify the striping contractor prior to the layout. The City of Peoria will identify the new control points for the striping contractor. All pavement markings will be completed no more than 3 days after the surface treatment is complete.
- B.** All pavement markings applied shall conform to the City of Peoria specifications and the "Manual on Uniform Traffic Control Devices" adopted and being used by A.D.O.T.
- C.** The striping contractor shall notify the City of Peoria, Public Works Traffic Maintenance Inspector two working days in advance of any striping. The striping contractor shall be responsible for layout and installation of permanent pavement markings on final surface course following the control points that need to be set no more than 25 feet apart along the lines to be striped. Upon completion of the layout prior to the installation of the permanent pavement markings, the striping contractor shall contact the Traffic Inspector to make arrangements for inspection prior to permanent pavement markings. Any incorrect striping applied before an approved inspection shall be removed and re striped at the contractors expense.
- D.** The dimensions shown for pavement striping are to the center of the striping, or, in the case of double striping, to the center of the double striping.
- E.** Crosswalks, stop bars, cross hatches and chevrons shall be installed using alkyd thermo plastic applied at 90mil thickness; longitudinal striping shall be installed with water based traffic paint at 15-mil thickness.
 - Symbols, school crosswalks and roll out sign circles shall be installed using 3m reflective tape Type 270 or 271.
 - Paint and bead samples shall be provided to the City of Peoria Inspector upon request.
- F.** All raised pavement markers shall be Type D for the yellow and Type G for the white. They shall be installed with a bituminous adhesive which is on the A.D.O.T. approved product list.
- G.** All raised pavement markers shall be installed so that the reflective face of each marker is facing the direction of traffic flow.



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- H.** When raised pavement markers are placed along solid striping, the nearest edge of marker shall offset no less than 4 inches and no more than 6 inches from the nearest edge of striping.
- I.** The contractor shall clean the roadway surface to the satisfaction of the inspector by sweeping and or air blowing immediately prior to the placement of all pavement markings. The roadway surface shall be dry and the air and pavement temperature should not be less than 50 degrees F and rising.
- J.** All dimensions are in feet unless otherwise noted on the plans or the detail drawings.
- K.** Following completed striping the contractor shall provide total quantities of striping per individual roadway to the inspector.

VI. PAVEMENT MARKING EQUIPMENT

- A.** In order to reduce time traffic disrupted, as well as maintain the quality of work the City of Peoria requires, all longitudinal striping exceeding 500 feet of continual striping requires a truck mounted unit. This unit shall have the capability of agitating paint and a minimal paint capacity of 100 gallons of traffic yellow, 100 gallons of traffic white and 700 pounds of glass beads. This unit will be capable of striping both yellow and white simultaneously on the left and right side of vehicle while traveling at speeds of 7 miles per hour. This unit will also have the capabilities of adjusting striping and glass bead patterns from 4 to 8 inches.
- B.** All short line pavements marking equipment will have the capabilities to apply glass beads at a rate of 6 pounds per gallon of paint and 7 pounds per 100 square feet of thermoplastic.



SUBMITTAL REQUIREMENTS

Materials Management Procurement

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. BID DUE DATE AND TIME:

Bids are due **September 10th, 2012, no later than 2:00 P.M.**, Arizona Time and shall be delivered in a sealed package marked as follows:

Company Name

**IFB #: P13-0014, Polymer Modified Slurry Seal (Type II or Type III)
& Micro-Surfacing (Type II or type III)**

Attn: Christine Finney, Buyer

II. BID SUBMITTAL LOCATION:

Bids shall be submitted to the following location:

City of Peoria Materials Management
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345

III. PRE-BID MEETING:

A pre-bidder's meeting will be held on **August 23, 2012 at 10:30 A.M., Arizona Time** at the Development and Community Services Building, Point of View Conference Room, located at 9875 N. 85th Ave, Peoria AZ 85345.

IV. AWARD:

Award will determined upon the lowest price for the Base Bid, Project 1 (Slurry Seal) and Project 2 (Micro Seal) combined.

Unit pricing for Projects 1 & 2 shall correlate with the unit pricing provided on the UNIT PRICE SHEETS (Pages 55 & 56).

V. ADDITIONAL INFORMATION:

All questions regarding this solicitation shall be submitted in writing. Questions must be submitted within **forty eight (48) hours** prior to bid closing to Christine Finney, Buyer II at christine.finney@peoriaaz.gov or via fax at (623) 773-7118.

Contact with City staff, other than the designated contact person indicated in the IFB, regarding this solicitation is strictly prohibited during the bidding process.



**REVISED (AMD#3) PRICE SHEET
UNIT PRICES**

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price
1	Micro Seal (PMCQS-1h) Type II Arterial/Collector Street (estimated annual quantity is 50,000-100,000 SY)	1	SY -TON	\$ _____
1a	Micro Seal (PMCQS-1h) Type III Arterial/Collector Street (estimated annual quantity is 150,000 SY)	1	SY -TON	\$ _____
2	Slurry Seal (LMCQS-1h) Type II Residential Street (estimated annual quantity is 450,000 SY)	1	SY -TON	\$ _____
2a	Slurry Seal (LMCQS-1h) Type III Collector Street (estimated annual quantity is 50,000 SY)	1	SY -TON	\$ _____
2b	<i>Slurry Seal (PMCQS-1h) Type II Residential Street</i> <i>(estimated annual quantity is 50,000 SY)</i>	1	SY -TON	\$ _____
2c	<i>Slurry Seal (PMCQS-1h) Type III Collector Street</i> <i>(estimated annual quantity is 50,000 SY)</i>	1	SY -TON	\$ _____
3	Slurry Seal (LMCQS-1h) Type II Parking Lots (estimated 10,000 SY or less annually)	1	SY -TON	\$ _____
3a	Slurry Seal (LMCQS-1h) Type III Parking Lots (estimated 10,000 SY or less annually)	1	SY -TON	\$ _____
	Replacement of Road Markings :			
4	Long Line (Yellow Paint)	1	LF	\$ _____
5	Long Line (White Paint)	1	LF	\$ _____
6	Long Line (Yellow Thermo)	1	LF	\$ _____
7	Long Line (White Thermo)	1	LF	\$ _____
8	White Thermo	1	SF	\$ _____
9	Yellow Thermo	1	SF	\$ _____
10	White Tape	1	SF	\$ _____
11	Yellow Tape	1	SF	\$ _____
12	Crosswalk / Stop Bar (12" White) (Paint)	1	SF	\$ _____
13	Crosswalk (12" Yellow) (Paint)	1	SF	\$ _____
14	Thermo Plastic Crosswalk / Stop Bar (12" White)	1	SF	\$ _____
15	Thermo Plastic Crosswalk (12" Yellow)	1	SF	\$ _____
16	Crosswalk / Stop Bar (12" White) (Tape)	1	SF	\$ _____
17	Crosswalk (12" Yellow) (Tape)	1	SF	\$ _____
18	12" Yellow Circle (Tape)	1	EA	\$ _____
19	Left Turn Arrow (8' White) (Tape)	1	EA	\$ _____



**REVISED (AMD#3) PRICE SHEET
UNIT PRICES**

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price
20	Right Turn Arrow (8' White) (Tape)	1	EA	\$ _____
21	Straight Arrow (8' White) (Tape)	1	EA	\$ _____
22	Combination Turn and Through Arrow (12.75' White) (Tape)	1	EA	\$ _____
23	Ahead (8' White) (Tape)	1	EA	\$ _____
24	Bike Symbol w/Helmet (6' White - Facing Away from Curb)(Tape)	1	EA	\$ _____
25	Only (8' White) (Tape)	1	EA	\$ _____
26	Ped (8' White) (Tape)	1	EA	\$ _____
27	School (8' White) (Tape)	1	EA	\$ _____
28	Xing (8' White) (Tape)	1	EA	\$ _____
29	Stop (8' White) (Tape)	1	EA	\$ _____
30	Yield (8' White) (Tape)	1	EA	\$ _____
31	Remove and Replace Hydrant Marker	1	EA	\$ _____
32	Remove and Replace Raised Pavement Marker (RPM)	1	EA	\$ _____
33	Record and Layout Striping - Less than .5 Mile	0.5	Mile	\$ _____
34	Record and Layout Striping - .5 to 1 Mile	1	Mile	\$ _____
35	Line Obliteration - Less than 5000 LF	1	LF	\$ _____
36	Line Obliteration - Over 5000 LF	1	LF	\$ _____
37	Uniformed Off-Duty City of Peoria Police Officer	1	HR	\$ <u>35.00</u>
	<p>Uniformed Off-Duty Police Officers shall be an allowance and shall be billed to the City at cost (no markup). If a Peoria Police Officer is not available, the cost for an alternate Uniformed Off-Duty Police Officers shall still be billed to the City at cost (no markup).</p>			



REVISED (AMD#3) PRICE SHEET
PROJECT 1
SLURRY SEAL

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
Area 1	4-23NE	38,867	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	47.22	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	349.80	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	29	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 1				\$ _____
Area 2	4-22SE	50,653	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	61.54	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	455.88	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	30	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 2				\$ _____
Area 3	4-22SW	79,422	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	96.50	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	714.80	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	45	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 3				\$ _____
Area 4	4-20NW	24,779	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	30.11	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	223.01	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	20	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 4				\$ _____
Area 5	4-17NW	36,875	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	44.80	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	331.88	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	38	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 5				\$ _____



REVISED (AMD#3) PRICE SHEET
PROJECT 1
SLURRY SEAL

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
Area 6	4-17NW	65,651	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	79.77	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	590.86	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	38	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 6				\$ _____
Area 7	3-22NE	65,278	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	79.31	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	587.50	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	39	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 7				\$ _____
Area 8	3-22NW	33,687	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	40.93	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	303.18	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	18	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 8				\$ _____
Area 9	(Type III) 87 th Ave, Varney – Cactus	9,817	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	14.73	Tons	\$ _____	\$ _____
	Aggregate 25 lbs/Sqy (Type III)	122.71	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	5	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 9				\$ _____
Area 10	3-26SW	41,752	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	50.73	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	375.77	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	24	EA	\$ _____	\$ _____
	SUBTOTAL PROJECT 1, AREA 10				\$ _____



REVISED (AMD#3) PRICE SHEET
PROJECT 1
SLURRY SEAL

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
Area 11	3-27SE	75,488	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	91.72	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	679.39	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	32	EA	\$ _____	\$ _____
	SUB TOTAL PROJECT 1, AREA 11				\$ _____
Area 12	3-21NE	11,004	SY	n/a	n/a
	Latex Modified Emulsified Asphalt (LMCQS-1h) for Slurry Seal	13.37	Tons	\$ _____	\$ _____
	Aggregate 18 lbs/Sqy (Type II)	99.04	Tons	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	8	EA	\$ _____	\$ _____
	SUB TOTAL PROJECT 1, AREA 12				\$ _____
	TOTAL PROJECT 1 (AREA 1 thru 12)				\$ _____



REVISED (AMD#3) PRICE SHEET
PROJECT 2
MICRO-SEAL

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
Area 1	Deer Valley Rd, 95th Ave - Lake Pleasant Pkwy	29,608	SY	n/a	n/a
	MICRO SEAL (PMCQS-1h)	62.18	TONS	\$ _____	\$ _____
	AGGREGATE 30 lbs./SY. (TYPE III)	444.12	TONS	\$ _____	\$ _____
	Record and Layout for Striping	1.00	Mile	\$ _____	\$ _____
	Remove and Replace RPMS (Type-G Clear)	25.00	EA.	\$ _____	\$ _____
	Remove and Replace RPMS (Type-D Yellow)	370.00	EA.	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	5.00	EA.	\$ _____	\$ _____
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00
	SUBTOTAL PROJECT 2, AREA 1				\$ _____
Area 2	Northern, 71st Ave - 75th Ave	19,283	SY	n/a	n/a
	MICRO SEAL (PMCQS-1h)	40.49	TONS	\$ _____	\$ _____
	AGGREGATE 30 lbs./SY. (TYPE III)	289.25	TONS	\$ _____	\$ _____
	Record and Layout for Striping	0.50	Mile	\$ _____	\$ _____
	Remove and Replace RPMS (Type-G Clear)	146.00	EA.	\$ _____	\$ _____
	Remove and Replace RPMS (Type-D Yellow)	340.00	EA.	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	4.00	EA.	\$ _____	\$ _____
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00
	SUBTOTAL PROJECT 2, AREA 2				\$ _____
Area 3	Northern, 75th Ave - 83rd Ave	38,683	SY	n/a	n/a
	MICRO SEAL (PMCQS-1h)	81.23	TONS	\$ _____	\$ _____
	AGGREGATE 30 lbs./SY. (TYPE III)	580.25	TONS	\$ _____	\$ _____
	Record and Layout for Striping	1.00	Mile	\$ _____	\$ _____
	Remove and Replace RPMS (Type-G Clear)	298.00	EA.	\$ _____	\$ _____
	Remove and Replace RPMS (Type-D Yellow)	690.00	EA.	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	7.00	EA.	\$ _____	\$ _____
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00
	SUBTOTAL PROJECT 2, AREA 3				\$ _____
Area 4	Northern, 83rd Ave - 91st Ave	37,913	SY	n/a	n/a
	MICRO SEAL (PMCQS-1h)	79.62	TONS	\$ _____	\$ _____
	AGGREGATE 30 lbs./SY. (TYPE III)	568.70	TONS	\$ _____	\$ _____
	Record and Layout for Striping	1.00	Mile	\$ _____	\$ _____
	Remove and Replace RPMS (Type-G Clear)	316.00	EA.	\$ _____	\$ _____
	Remove and Replace RPMS (Type-D Yellow)	682.00	EA.	\$ _____	\$ _____
	Remove and Replace Hydrant markers (blue)	8.00	EA.	\$ _____	\$ _____
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00
	SUBTOTAL PROJECT 2, AREA 4				\$ _____



REVISED (AMD#3) PRICE SHEET
PROJECT 2
MICRO-SEAL

Materials Management
Procurement

9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P13-0014

Company Name: _____

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price	
Area 5	Northern, 91st Ave - Loop 101	21,267	SY	n/a	n/a	
	MICRO SEAL (PMCQS-1h)	44.66	TONS	\$ _____	\$ _____	
	AGGREGATE 30 lbs./SY. (TYPE III)	319.01	TONS	\$ _____	\$ _____	
	Record and Layout for Striping	1.00	Mile	\$ _____	\$ _____	
	Remove and Replace RPMS (Type-G Clear)	225.00	EA.	\$ _____	\$ _____	
	Remove and Replace RPMS (Type-D Yellow)	0.00	EA.	\$ _____	\$ _____	
	Remove and Replace Hydrant markers (blue)	3.00	EA.	\$ _____	\$ _____	
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00	
	SUBTOTAL PROJECT 2, AREA 5				\$ _____	
Area 6	Rose Garden, 107th Ave - 112th Ave	13,647	SY	n/a	n/a	
	MICRO SEAL (PMCQS-1h)	28.66	TONS	\$ _____	\$ _____	
	AGGREGATE 30 lbs./SY. (TYPE III)	204.71	TONS	\$ _____	\$ _____	
	Record and Layout for Striping	0.50	Mile	\$ _____	\$ _____	
	Remove and Replace Hydrant markers (blue)	4.00	EA.	\$ _____	\$ _____	
	Uniformed, Off Duty Law Enforcement Officers	4.00	HR	\$ 35.00	\$ 140.00	
		SUBTOTAL PROJECT 2, AREA 6				\$ _____
		TOTAL PROJECT 2 (AREA 1 thru 6)				\$ _____
	TOTAL PROJECT 1				\$ _____	
	TOTAL PROJECT 2				\$ _____	
	*BASE BID TOTAL (PROJECTS 1 & 2)				\$ _____	
	Tax Calculated Using Formula on Pg. 21, Item 29:				\$ _____	
	GRAND TOTAL				\$ _____	
	*Award will determined upon the lowest price for the Base Bid (Project 1 and Project 2) combined.					
	Unit pricing for Projects 1 & 2 shall correlate with the unit pricing provided on the UNIT PRICE SHEETS (Pages 55 & 56).					



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) owner references from projects of similar size and scope whom the Materials Management Division may contact:

1. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____

2. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____

3. Company: _____
 Contact: _____ Phone: _____
 Address: _____
 Project Name: _____
 Project Description: _____
 Project Cost: _____



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidders are to indicate below any exceptions they have taken to the Terms, Conditions, or Specifications:



QUESTIONNAIRE

Solicitation Number: P13-0014

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

City of Peoria Business License: Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the **City of Peoria Sales Tax & License Division at (623) 773-7160** or via email at salestax@peoriaAZ.gov.

- If you already have a City of Peoria business license, please attach it to your bid submittal.**

- Attach a copy of your Contractor's License to your bid submittal.**



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.



BID BOND

**Materials Management
Procurement**

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws 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 Peoria, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of
Bid Amount, _____ (Dollars) (\$_____) lawful money of the United
States of America, to be paid to the order of the City of Peoria, 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 and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for:

NOW THEREFORE, if the Obligee shall accept 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 bid/proposal and such larger amount for which the Obligee may in good faith contract with another party to
perform the work covered by the bid/proposal, then this obligation is void. Otherwise it remains 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 the section to the
extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20__

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record BID BOND



PERFORMANCE BOND

**Materials Management
Procurement**

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws 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 Peoria (hereinafter called the Obligee) 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 Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____ is
hereby referred to and made a part hereof as fully and to the same extent as if copied 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 extension thereof, with or without notice to the Surety and during
the life of any guaranty 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 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 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
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the 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 his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PERFORMANCE BOND



PAYMENT BOND

**Materials Management
Procurement**

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws
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 Peoria (hereinafter called the Obligee) 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 Obligee, dated the
_____ day of _____ 20____, for the material, service or
construction described as _____
which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the
prosecution of the work provided for in said contract, then this obligation shall be 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
of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the 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 his judgment such reasonable
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY: _____

Surety Seal

BY: _____

Agency of Record PAYMENT BOND



EXHIBIT A

**Materials Management
Procurement**

Solicitation Number: P13-0014

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

**GIS Map Books
for
Project 1 (Slurry Seal) and Project 2 (Micro Seal)
Attached**



Peoria Public Works Maintenance Fiscal Year 2013 Projects S17-T04N-R01E

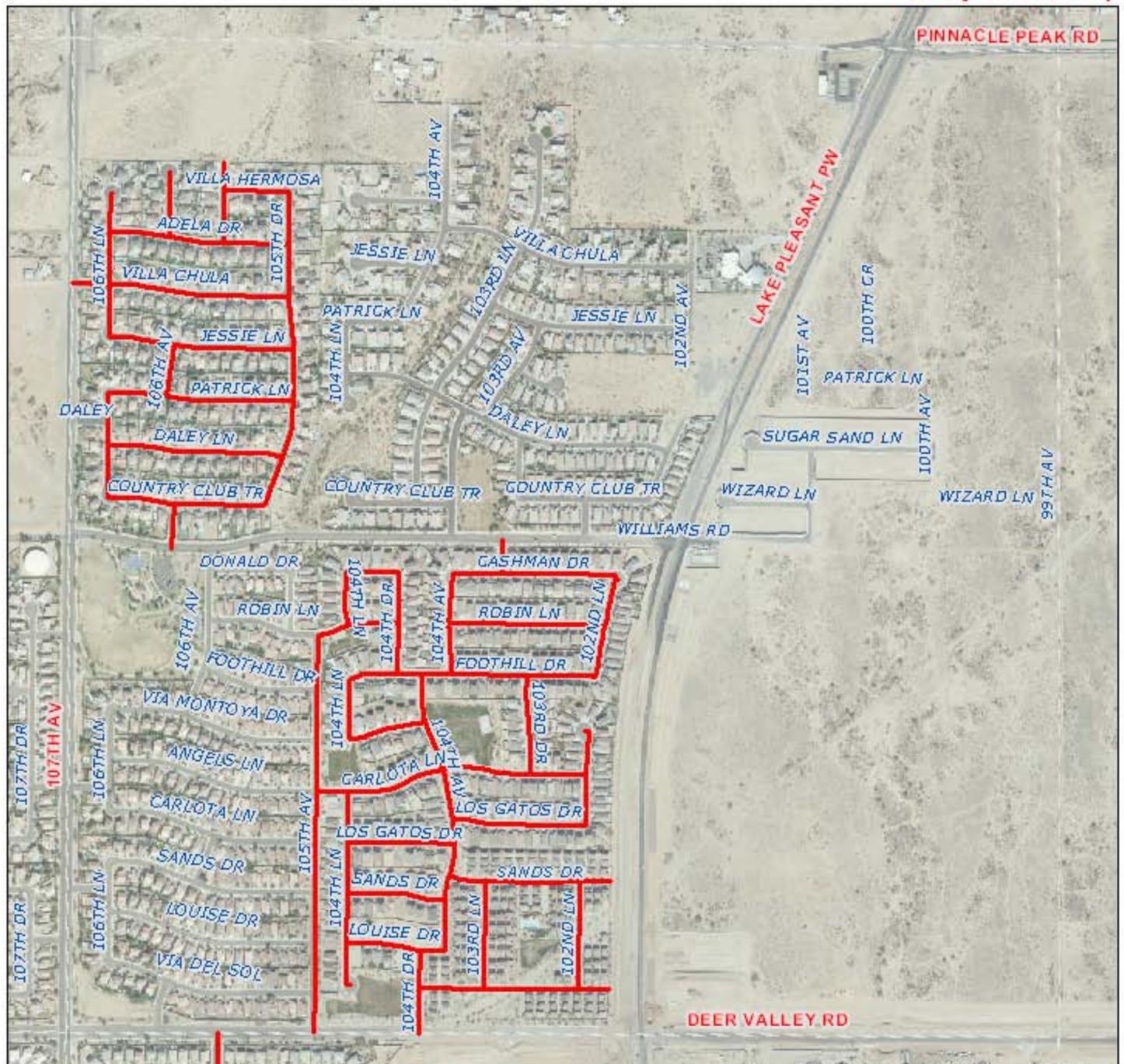


Seal Type	Utility Features
A/R Chip Seal	Hydrant
Micro Seal	Valve
Slurry	Manhole
TRMSS	
A/R Mill & Overlay	



Scale 1:9,500
Jun 12, 2012

NOTE:
Map based on imprecise
source data, subject to change
and for general reference only



Map #	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
			Slurry Seal 2012-2013						
NW01	106TH AVENUE	0090	ADELA DRIVE	END OF ROAD	30	410	12,300	1,367	
NW01	105TH DRIVE	0060	COUNTRY CLUB TRAIL	VILLA HERMOSA	30	1,705	51,150	5,683	
NW03	106TH AVENUE	0110	WILLIAMS ROAD	COUNTRY CLUB TRAIL	30	205	6,150	683	
NW02	106TH AVENUE	0100	PATRICK LANE	JESSIE LANE	30	250	7,500	833	
NW01	106TH DRIVE	0020	ADELA DRIVE	NORTH END OF STREET	30	287	14,692	1,632	1
NW01	106TH LANE	0070	JESSIE LANE	NORTH END OF STREET	30	830	30,982	3,442	1
NW02	106TH LANE	0050	COUNTRY CLUB TRAIL	PATRICK LANE	30	610	18,300	2,033	
NW03	COUNTRY CLUB TRAIL	0050	105TH DRIVE	106TH LANE	30	880	26,400	2,933	
NW01	DALEY LANE	0010	105TH DRIVE	107TH AVENUE	30	905	32,850	3,650	
NW03	PATRICK LANE	0060	105TH DRIVE	106TH LANE	30	985	29,550	3,283	
NW01	JESSIE LANE	0000	105TH DRIVE	106TH LANE	30	1,000	30,000	3,333	
NW01	VILLA CHULA	0030	105TH DRIVE	107TH AVENUE	30	920	33,300	3,700	
NW01	ADELA DRIVE	0000	105TH DRIVE	106TH LANE	30	930	27,900	3,100	
NW01	VILLA HERMOSA	0020	105TH DRIVE	106TH AVENUE	30	<u>360</u>	<u>10,800</u>	<u>1,200</u>	
						10,277	331,874	36,875	



Peoria Public Works Maintenance Fiscal Year 2013 Projects



S20-T04N-R01E

Seal Type

- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

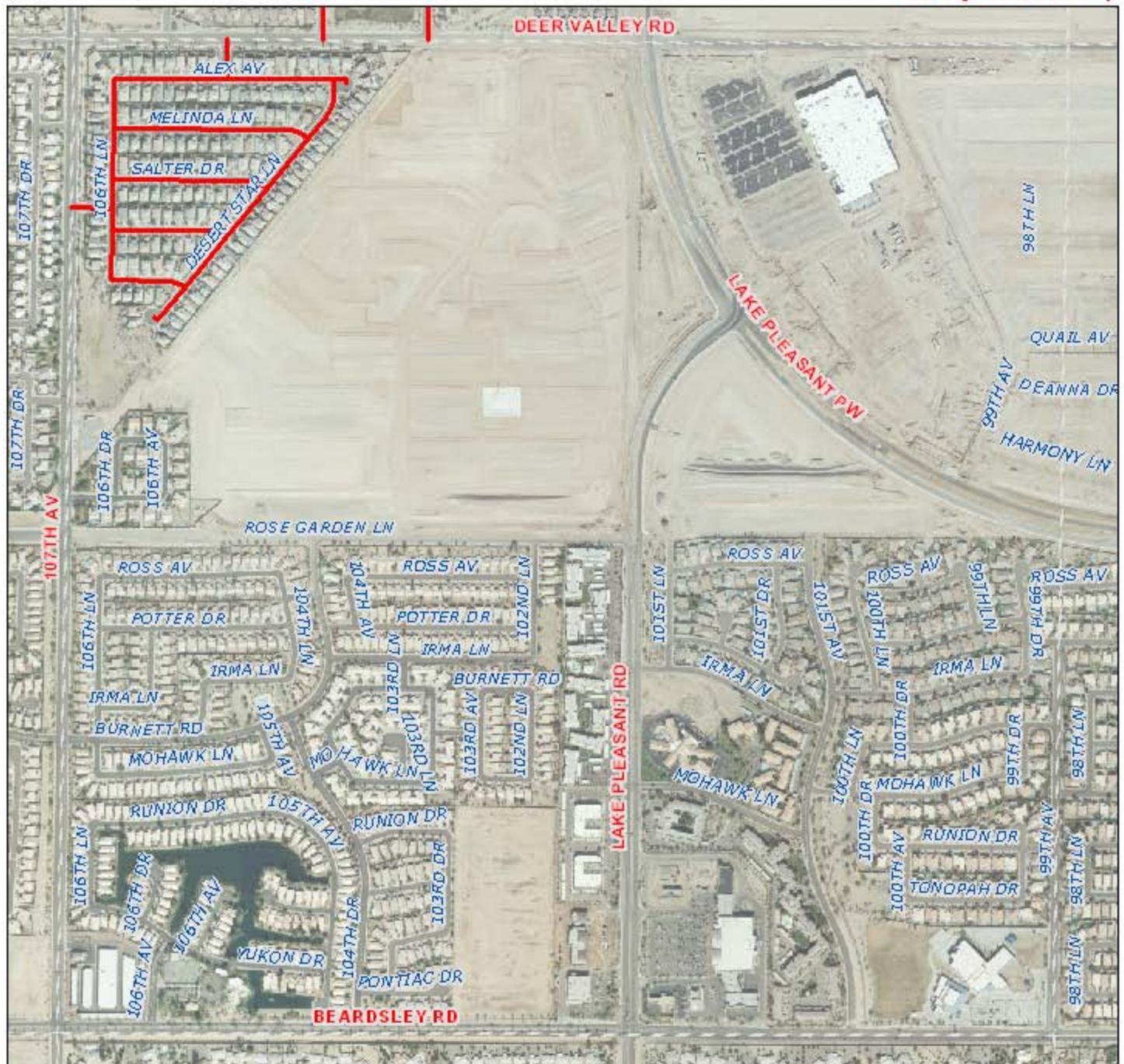
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Jun 12, 2012

NOTE:
Map based on imprecise
source data, subject to change
and for general reference only



Map #	Street Name	Seg-ID	Slurry Seal 2012-2013		Width	Length	SQF	SQY	Sac's
4_20	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
NW01	ALEX AVENUE	0120	DESERT STAR LN	106TH LANE	30	1,172	35,160	3,907	
NW01	DESERT STAR LN	0000	NORTH END OF STREET	SOUTH END OF STREET	30	1,557	58,874	6,542	2
NW01	ADAM AVENUE	0070	DESERT STAR LN	106TH LANE	30	400	12,000	1,333	
NW01	106TH LANE	0080	ADAM AVENUE	ALEX AVENUE	30	1,075	32,250	3,583	
NW01	SALTER DRIVE	0090	DESERT STAR LN	106TH LANE	30	805	24,150	2,683	
NW01	MELINDA LANE	0150	DESERT STAR LN	106TH LANE	30	1,015	30,450	3,383	
NW01	105TH LANE	0040	ALEX AVENUE	DEER VALLEY RD	38	165	6,270	697	
NW01	LONE CACTUS DR	0020	106TH LANE	107TH AVENUE	38	170	6,460	718	
NW02	LONE CACTUS DR	0120	DESERT STAR LN	106TH LANE	30	580	17,400	1,933	
						6,939	223,014	24,779	



Peoria Public Works Maintenance Fiscal Year 2013 Projects S21-T03N-R01E



Seal Type

- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

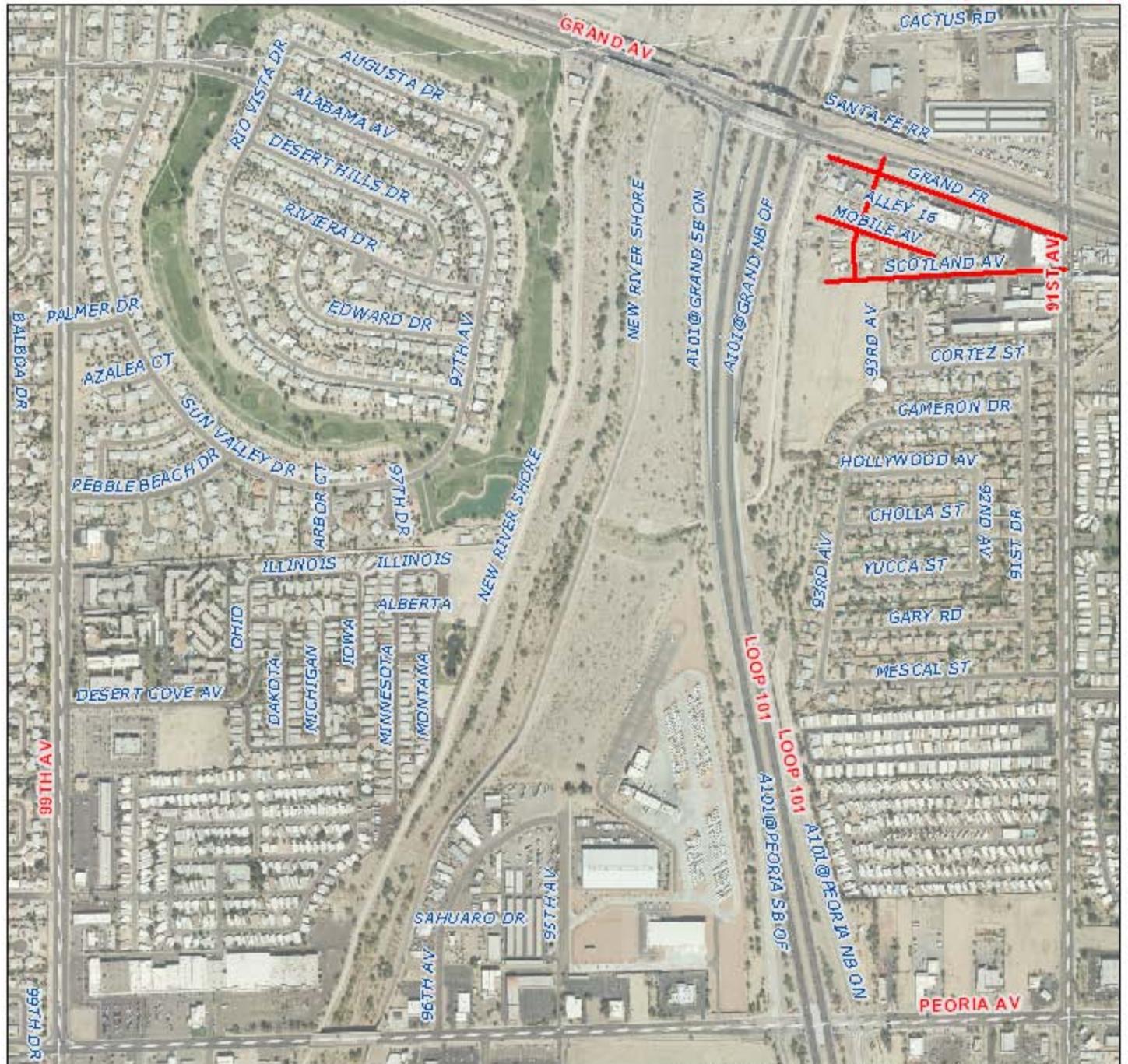
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Jun 12, 2012

NOTE:
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and for general reference only



Map #	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
3_22	85TH LANE	0120	VARNEY ROAD	CAMERON DRIVE	38	150	5,700	633	
NE01	86TH AVENUE	0110	CAMERON DRIVE	NORTH END OF STREET	30	62	7,942	882	1
NE01	83RD DRIVE	0150	CHERRY HILLS DRIVE	NORTH END OF STREET	29	977	34,415	3,824	1
NE01	LAUREL LANE	0000	83RD AVENUE	85TH AVENUE	30	1,197	35,910	3,990	
NE01	CANTERBURY DRIVE	0050	86TH LANE	END OF ROAD	33	1,215	40,095	4,455	
NE01	SIERRA STREET	0020	86TH LANE	85TH DRIVE	33	785	25,905	2,878	
NE01	JENAN DRIVE	0070	85TH DRIVE	86TH LANE	33	1,110	36,630	4,070	
NE01	CAMERON DRIVE	0070	85TH DRIVE	86TH LANE	33	490	16,170	1,797	
NE01	PARADISE DRIVE	0000	85TH DRIVE	87TH AVENUE	38	1,050	39,900	4,433	
NE01	SHAW BUTTE DRIVE	0000	83RD DRIVE	86TH LANE	29	1,872	60,370	6,708	1
NE01	85TH DRIVE	0020	CHERRY HILLS DRIVE	CACTUS ROAD	29	974	28,246	3,138	
NE01	86TH LANE	0060	CHERRY HILLS DRIVE	LAUREL LANE	29	267	7,743	860	
NE01	84TH LANE	0020	SOUTH END OF STREET	CHERRY HILLS DRIVE	29	222	6,438	715	
NE01	85TH AVENUE	0030	CHERRY HILLS DRIVE	SHAW BUTTE DRIVE	29	820	23,780	2,642	
NE01	CHERRY HILLS DRIVE	0000	83RD DRIVE	86TH LANE	29	2,271	78,023	8,669	2
NE02	86TH LANE	0070	PARADISE DRIVE	SHAW BUTTE DRIVE	29	255	7,395	822	
NE02	PARADISE DRIVE	0010	83RD AVENUE	85TH AVENUE	29	1,203	34,887	3,876	
NE02	CANTERBURY DRIVE	0060	86TH LANE	87TH AVENUE	38	150	5,700	633	
NE02	LAUREL LANE	0010	85TH DRIVE	87TH AVENUE	29	1,059	30,711	3,412	
NE02	85TH DRIVE	0130	CANTERBURY DRIVE	JENAN DRIVE	33	245	8,085	898	
NE03	85TH DRIVE	0140	CAMERON DRIVE	SIERRA DRIVE	33	430	14,190	1,577	
NE03	86TH LANE	0170	CAMERON DRIVE	JENAN DRIVE	33	1,190	39,270	4,363	
						17,994	587,505	65,278	
Map #									
3_22	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
NW01	88TH LANE	0120	SOUTH END OF STREET	CHERRY HILLS DRIVE	30	240	12,227	1,359	1
NW01	88TH AVENUE	0160	LAUREL LANE	CACTUS ROAD	30	695	22,330	2,481	
NW01	CHERRY HILLS DRIVE	0070	87TH AVENUE	89TH DRIVE	30	1,540	46,200	5,133	
NW01	87TH DRIVE	0260	LAUREL LANE	SHAW BUTTE DRIVE	30	530	15,900	1,767	
NW01	88TH DRIVE	0230	CHERRY HILLS DRIVE	LAUREL LANE	30	240	7,200	800	
NW01	89TH AVENUE	0250	SHAW BUTTE DRIVE	CACTUS ROAD	38	185	7,030	781	
NW01	89TH DRIVE	0160	CHERRY HILLS DRIVE	SHAW BUTTE DRIVE	30	815	24,450	2,717	
NW01	SHAW BUTTE DRIVE	0070	87TH DRIVE	89TH DRIVE	30	1,345	40,350	4,483	
NW01	LAUREL LANE	0080	87TH DRIVE	89TH DRIVE	30	2,720	81,600	9,067	
NW01	PARADISE DRIVE	0090	87TH AVENUE	87TH DRIVE	38	150	5,700	633	
NW02	PARADISE DRIVE	0100	87TH DRIVE	89TH DRIVE	30	1,340	40,200	4,467	
						9,800	303,187	33,687	
3_22	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
N1	87TH AVENUE	0210	VARNEY ROAD	CACTUS ROAD	38	1,910	88,350	9,817	
						1,910	88,350	9,817	



Peoria Public Works Maintenance Fiscal Year 2013 Projects S22-T04N-R01E

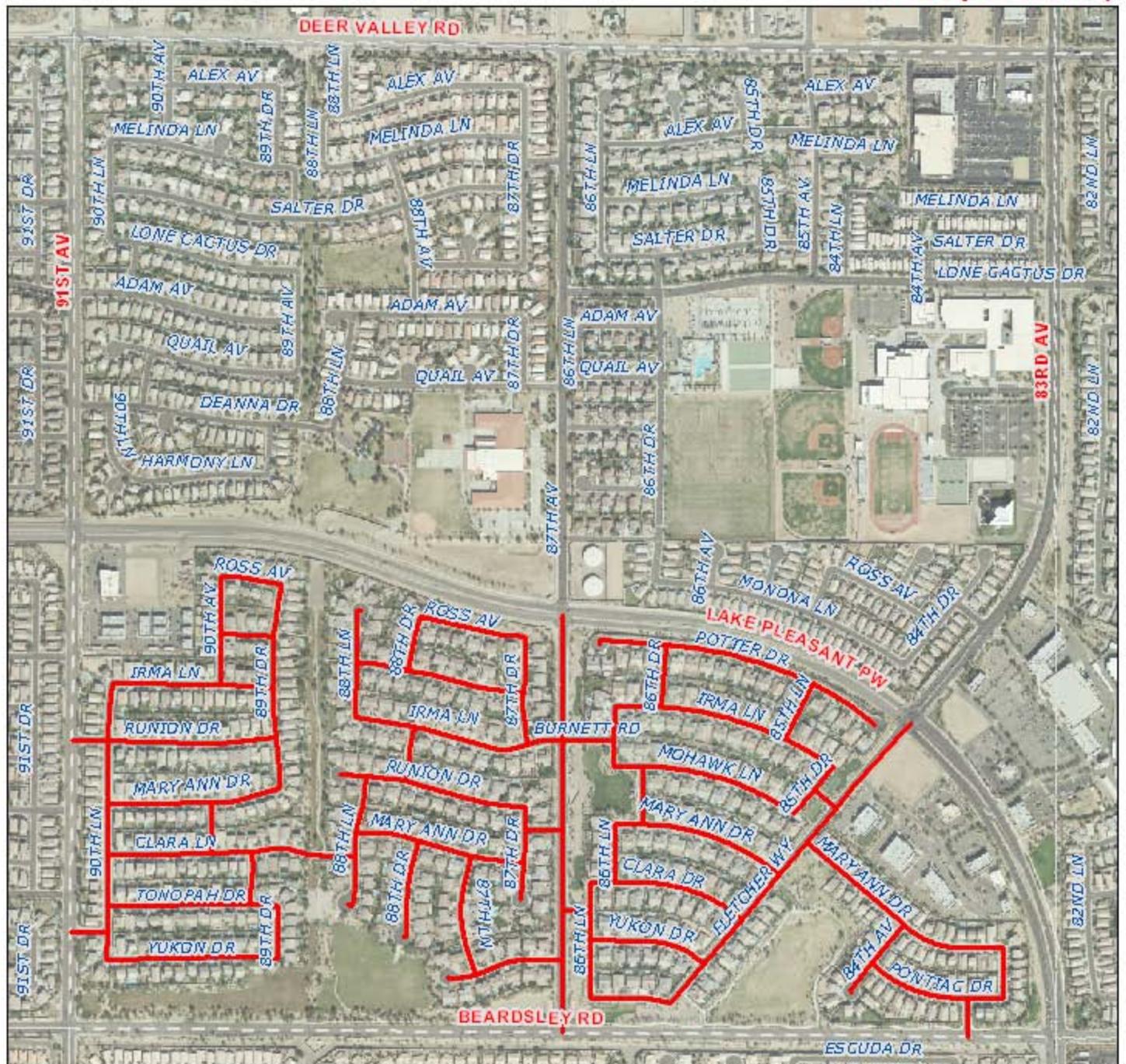


Seal Type	Utility Features
A/R Chip Seal	Hydrant
Micro Seal	Valve
Slurry	Manhole
TRMSS	
A/R Mill & Overlay	



Scale 1:9,500
Jun 12, 2012

NOTE:
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source data, subject to change
and for general reference only



Map #	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
			Slurry Seal 2012-2013						
4_22	Street Name	Seg-ID	From Street	To Street	Width	Length	SQF	SQY	Sac's
SW01	87TH DRIVE	0240	IRMA LANE	ROSS AVE	30	570	17,100	1,900	
SW01	87TH AVENUE	0240	BEARDSLEY RD	LAKE PLEASANT PKWY	47	2,168	101,896	11,322	
SW01	88TH LANE	0100	IRMA LANE	NORTH END OF STREET	30	503	21,035	2,337	1
SW01	88TH DRIVE	0200	POTTER DRIVE	ROSS AVE	30	262	7,860	873	
SW01	POTTER DRIVE	0100	87TH DRIVE	88TH LANE	30	872	26,160	2,907	
SW01	CLARA LANE	0060	88TH LANE	90TH LANE	30	1,245	37,350	4,150	
SW01	YUKON DRIVE	0080	90TH LANE	89TH DRIVE	30	906	27,180	3,020	
SW01	90TH AVENUE	0100	CLARA LANE	MARY ANN DRIVE	30	245	7,350	817	
SW01	90TH LANE	0150	YUKON DRIVE	IRMA LANE	30	1,145	34,350	3,817	
SW01	89TH DRIVE	0140	YUKON DRIVE	TONOPAH DRIVE	30	275	10,450	1,161	
SW01	87TH LANE	0100	TONOPAH DRIVE	MARY ANN DRIVE	30	625	18,750	2,083	
SW01	89TH LANE	0030	TONOPAH DRIVE	CLARA LANE	30	245	7,350	817	
SW01	IRMA LANE	0120	87TH AVENUE	88TH LANE	31	1,115	34,565	3,841	
SW01	MARY ANN DRIVE	0060	87TH AVENUE	87TH DRIVE	37	155	5,735	637	
SW01	TONOPAH DRIVE	0130	87TH AVENUE	WEST END OF STREET	30	553	22,535	2,504	1
SW01	ROSS AVE	0110	87TH DRIVE	88TH DRIVE	30	560	16,800	1,867	
SW01	RUNION DRIVE	0090	87TH DRIVE	WEST END OF STREET	30	948	34,385	3,821	1
SW02	RUNION DRIVE	0100	89TH DRIVE	90TH LANE	30	860	25,800	2,867	
SW02	ROSS AVE	0120	89TH DRIVE	90TH AVENUE	30	325	9,750	1,083	
SW02	TONOPAH DRIVE	0140	89TH DRIVE	90TH LANE	30	905	27,150	3,017	
SW02	MARY ANN DRIVE	0070	87TH DRIVE	88TH LANE	30	880	26,400	2,933	
SW02	IRMA LANE	0130	89TH DRIVE	90TH LANE	30	900	27,000	3,000	
SW02	89TH DRIVE	0150	MARY ANN DRIVE	ROSS AVE	30	1,115	33,450	3,717	
SW02	90TH AVENUE	0110	IRMA LANE	ROSS AVE	30	540	16,200	1,800	
SW02	POTTER DRIVE	0110	89TH DRIVE	90TH AVENUE	30	245	7,350	817	
SW02	88TH DRIVE	0210	RUNION DRIVE	IRMA LANE	30	260	7,800	867	
SW02	88TH LANE	0110	RUNION DRIVE	NORTH END OF STREET	30	632	24,905	2,767	
SW02	87TH DRIVE	0250	RUNION DRIVE	SOUTH END OF STREET	30	458	19,685	2,187	1
SW03	88TH DRIVE	0220	MARY ANN DRIVE	SOUTH END OF STREET	30	463	19,835	2,204	1
SW03	MARY ANN DRIVE	0080	89TH DRIVE	90TH LANE	30	920	27,600	3,067	
SW03	TONOPAH DRIVE	0150	91ST AVENUE	90TH LANE	38	145	5,510	612	
SW03	RUNION DRIVE	0120	90TH LANE	91ST AVENUE	38	145	5,510	612	
						21,185	714,796	79,422	



Peoria Public Works Maintenance Fiscal Year 2013 Projects



S23-T04N-R01E (4-23NE)

Seal Type

- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

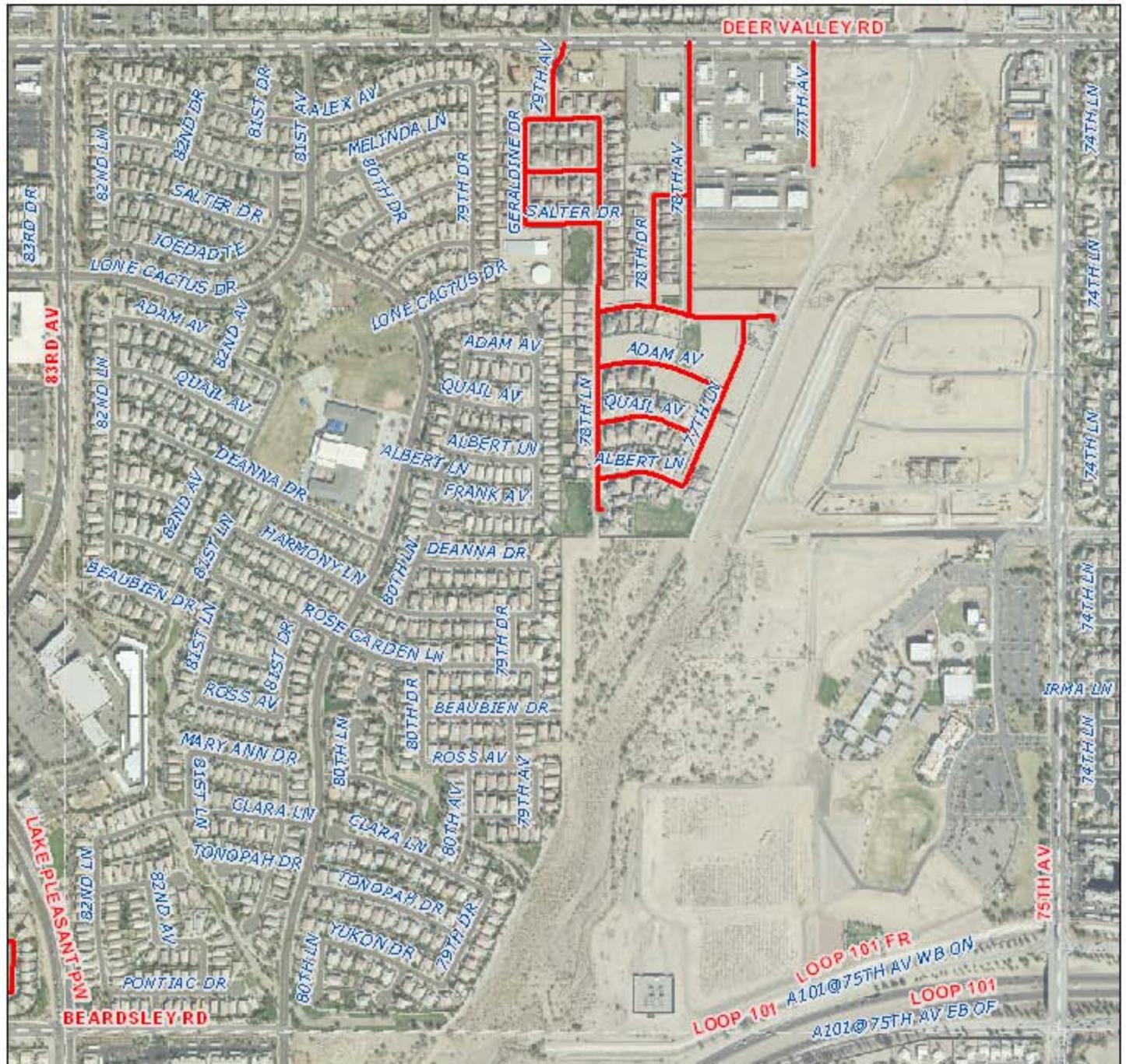
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Jun 12, 2012

NOTE:
Map based on imprecise
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and for general reference only





Peoria Public Works Maintenance Fiscal Year 2013 Projects



S26-T03N-R01E

Seal Type

- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

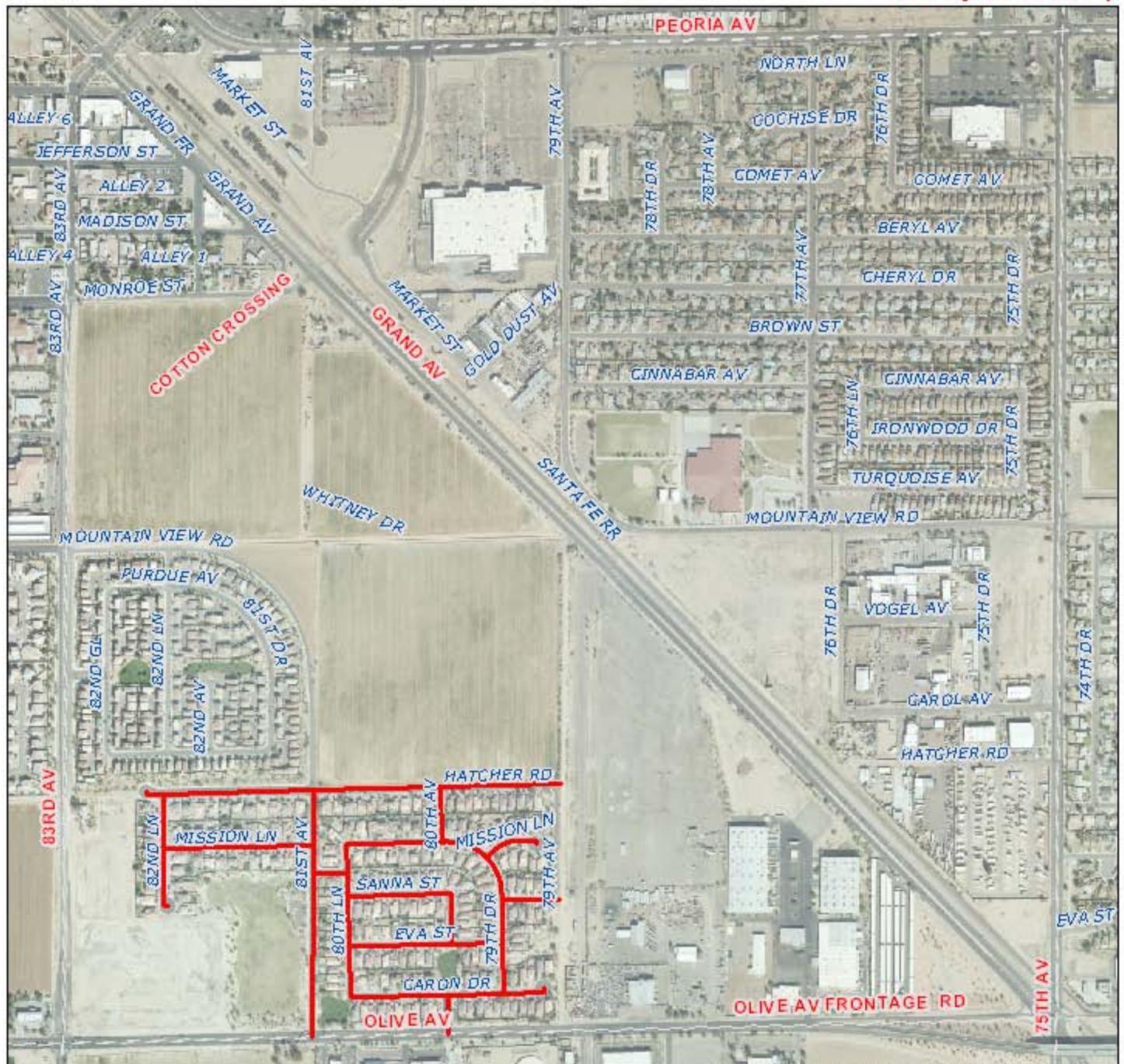
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Jun 12, 2012

NOTE:
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and for general reference only



Map #	Street Name	Seg-ID	Slurry Seal 2012-2013	From Street	To Street	Width	Length	SQF	SQY	Sac's
SW01	79TH DRIVE	0190		CARON DRIVE	MISSION LANE	30	740	22,200	2,467	
SW01	80TH AVENUE	0150		MISSION LANE	HATCHER ROAD	30	245	7,350	817	
SW01	80TH LANE	0090		CARON DRIVE	MISSION LANE	30	825	24,750	2,750	
SW01	81ST AVENUE	0170		OLIVE AVENUE	HATCHER ROAD	38	1,265	48,070	5,341	
SW01	82ND LANE	0110		SOUTH END OF STREET	HATCHER ROAD	30	532	22,042	2,449	1
SW01	CARON DRIVE	0070		EAST END OF ROAD	80TH LANE	30	997	35,992	3,999	1
SW01	EVA STREET	0030		79TH DRIVE	80TH LANE	30	800	24,000	2,667	
SW01	SANNA STREET	0080		80TH AVENUE	80TH LANE	30	545	16,350	1,817	0
SW01	MISSION LANE	0070		81ST AVENUE	82ND LANE	30	760	22,800	2,533	
SW01	HATCHER ROAD	0070		79TH AVENUE	81ST AVENUE	24	1,300	31,200	3,467	
SW02	HATCHER ROAD	0080		81ST AVENUE	WEST END OF STREET	47	878	45,802	5,089	1
SW02	MISSION LANE	0080		80TH LANE	81ST AVENUE	30	140	4,200	467	
SW02	SANNA STREET	0090		79TH AVENUE	79TH DRIVE	30	260	7,800	867	0
SW02	80TH AVENUE	0160		OLIVE AVENUE	CARON DRIVE	53	157	5,213	579	0
SW03	80TH AVENUE	0170		EVA STREET	SANNA STREET	30	240	7,200	800	
SW03	MISSION LANE	0090		EAST END OF ROAD	80TH LANE	30	972	35,242	3,916	1
S1	79TH AVENUE	0260		SOUTH END OF STREET	HATCHER ROAD	23	640	15,560	1,729	0
							11,296	375,771	41,752	



Peoria Public Works Maintenance Fiscal Year 2013 Projects S27-T03N-R01E



Seal Type	Utility Features
A/R Chip Seal	Hydrant
Micro Seal	Valve
Slurry	Manhole
TRMSS	
A/R Mill & Overlay	



Scale 1:9,500
Jun 12, 2012

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			Micro Seal 2011-2013							
	Street	<u>Seg-ID</u>	From	To	Width	Length	<u>SqF</u>	<u>Sqy</u>		
	NORTHERN AVE	0030	71ST AVENUE	75TH AVENUE	65	2,670	173,550	19,283		
	NORTHERN AVE	0020	75TH AVENUE	83RD AVENUE	66	5,275	348,150	38,683		
	NORTHERN AVE	0010	83RD AVENUE	91ST AVENUE	66	5,170	341,220	37,913		
	NORTHERN AVE	0040	91ST AVENUE	LOOP 101	66	<u>2,900</u>	<u>191,400</u>	<u>21,267</u>		
						16,015	1,054,320	117,147		
	Street	<u>Seg-ID</u>	From	To	Width	Length	<u>SqF</u>	<u>Sqy</u>		
41E21NW	DEER VALLEY RD	0050	95TH AVENUE	LAKE PLEASANT PKWY	64	4869	266470	29,608		
E1	ROSE GARDEN LANE	0010	107TH AVENUE	112TH AVENUE	62	2596	122822	13647		
								43,255		
							Total	160,402		



Peoria Public Works Maintenance Fiscal Year 2013 Projects



S01-T02N-R01E

Seal Type

- Crack Seal
- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

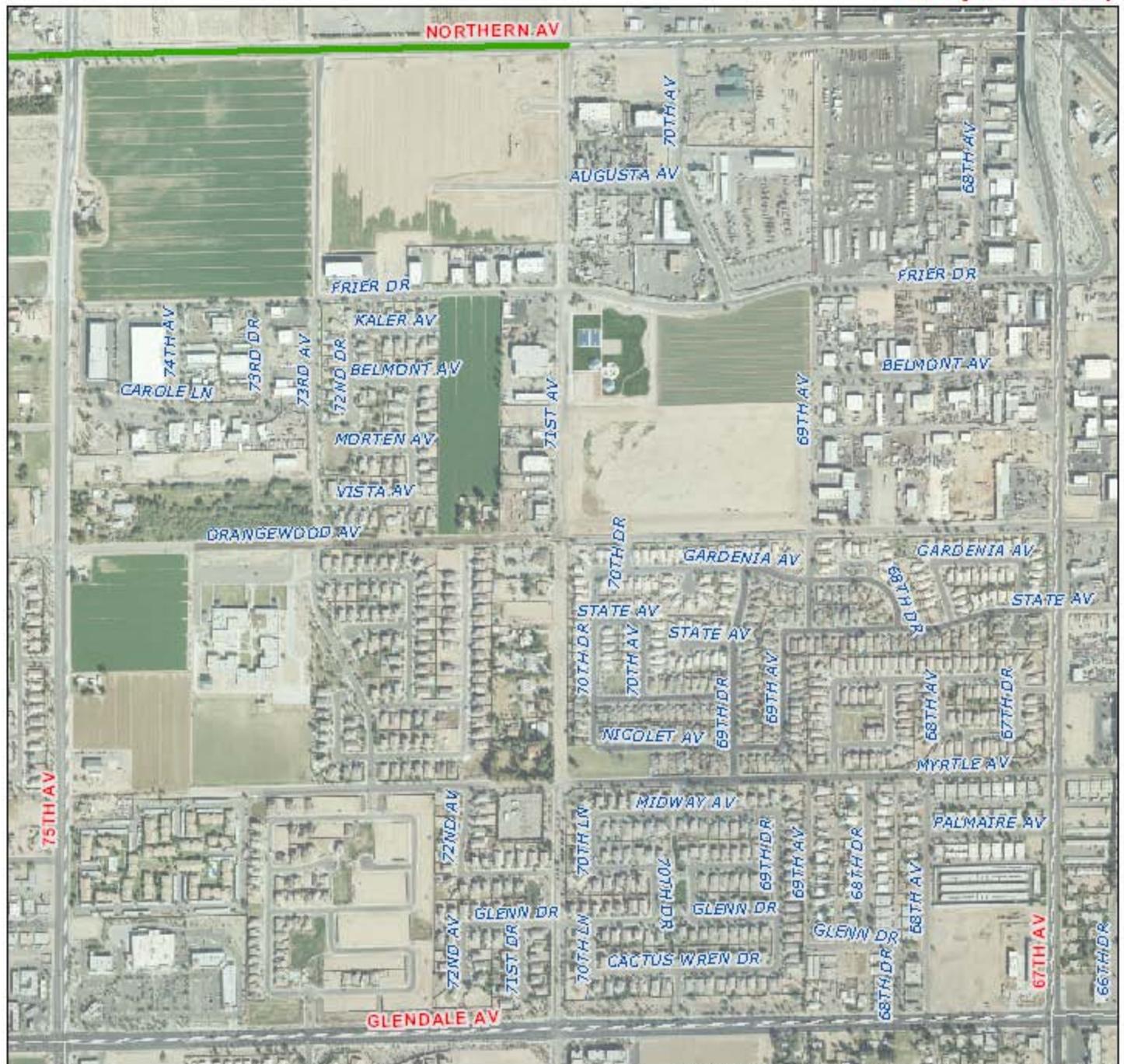
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Aug 06, 2012

NOTE:
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Peoria Public Works Maintenance Fiscal Year 2013 Projects



S02-T02N-R01E

Seal Type

- Crack Seal
- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Aug 06, 2012

NOTE:
Map based on imprecise
source data, subject to change
and for general reference only





Peoria Public Works Maintenance Fiscal Year 2013 Projects



S03-T02N-R01E

Seal Type

-  Crack Seal
-  A/R Chip Seal
-  Micro Seal
-  Slurry
-  TRMSS
-  A/R Mill & Overlay

Utility Features

-  Hydrant
-  Valve
-  Manhole



Scale 1:9,500
Aug 06, 2012

NOTE:
Map based on imprecise
source data, subject to change
and for general reference only





Peoria Public Works Maintenance Fiscal Year 2013 Projects



S16-T04N-R01E

Seal Type

-  Crack Seal
-  A/R Chip Seal
-  Micro Seal
-  Slurry
-  TRMSS
-  A/R Mill & Overlay

Utility Features

-  Hydrant
-  Valve
-  Manhole



Scale 1:9,500
Aug 06, 2012

NOTE:
Map based on imprecise
source data, subject to change
and for general reference only





Peoria Public Works Maintenance Fiscal Year 2013 Projects



S19-T04N-R01E

Seal Type

- Crack Seal
- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

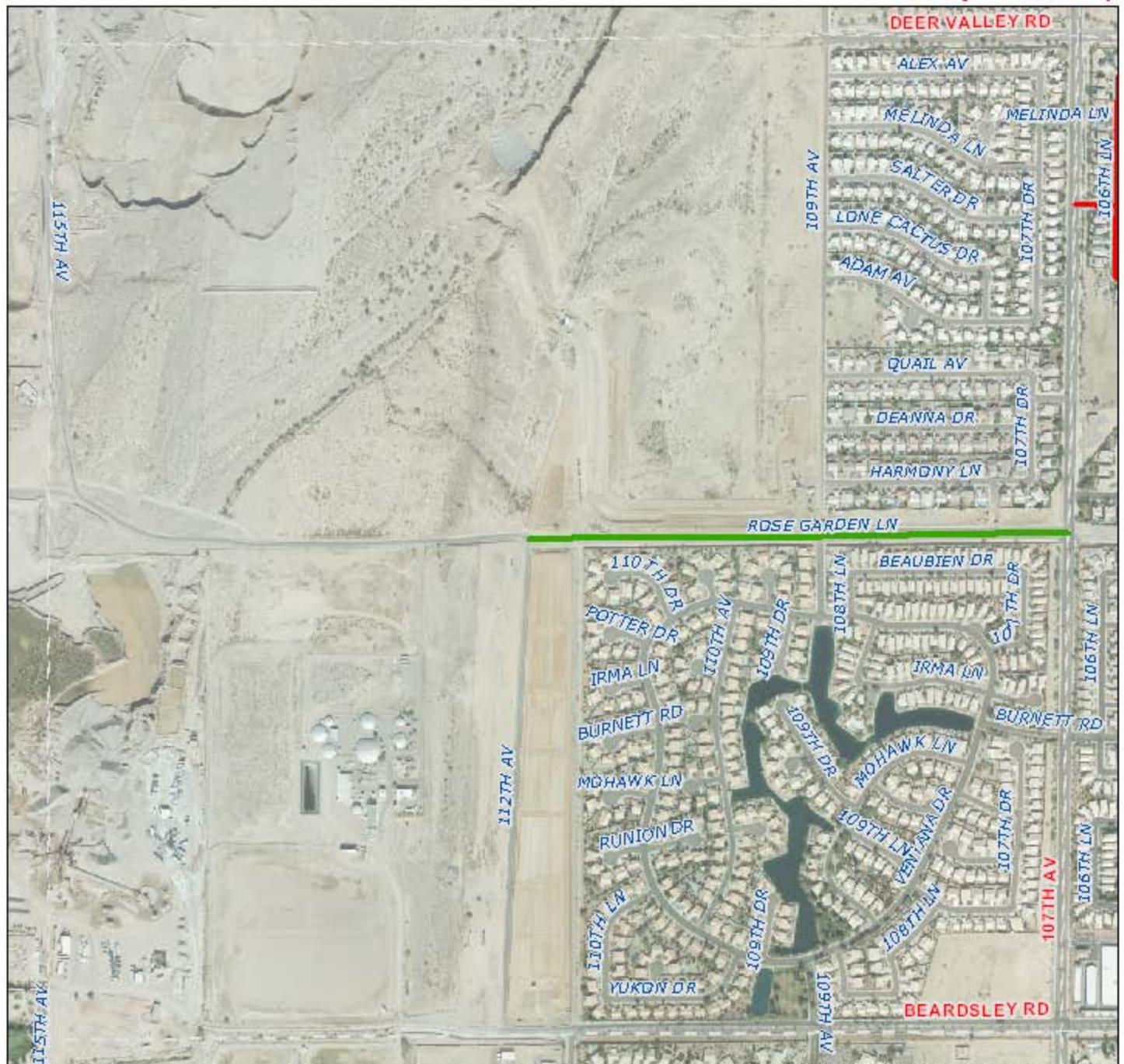
Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Aug 06, 2012

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Peoria Public Works Maintenance Fiscal Year 2013 Projects



S21-T04N-R01E

Seal Type

- Crack Seal
- A/R Chip Seal
- Micro Seal
- Slurry
- TRMSS
- A/R Mill & Overlay

Utility Features

- Hydrant
- Valve
- Manhole



Scale 1:9,500
Aug 06, 2012

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