NOTICE OF AWARD OF CONTRACT

TO: SLURRY PAVERS, INC.
1277 MOUNTAIN ROAD
GLEN ALLEN, VA 23060

DATE ISSUED: MAY 25, 2012
CURRENT REFERENCE NO: 192-11
CONTRACT TITLE: SLURRY SEAL
PRIOR REFERENCE NO: 28-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 31, 2014.

The contract documents consist of terms and conditions of Agreement No. 192-11 including any exhibits, attachments or amendments thereto.

CONTRACT PRICING:
• REFER TO CONTRACTOR’S BID FORM (ATTACHED)
• FIRM PRICE FOR CONTRACT TERM

ATTACHMENTS:
• AMENDMENT No. 1 TO AGREEMENT No. 192-11
• CONTRACTOR’S BID FORM
• AGREEMENT 192-11
• VDOT SPECIFICATION FOR EMULSIFIED ASPHALT SLURRY SEAL , DATED JULY 21, 2007

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Phillip Tarsovicv
VENDOR TEL. NO.: 804-264-0707
VENDOR PAYMENT TERMS: NET 30 DAY
VENDOR FAX. NO.: 804-264-0219
TAX IDENTIFICATION NUMBER (EIN/SSN):
COUNTY CONTACT: Hung Tran
COUNTY TEL. NO.: 703-228-7730

CONTRACT AUTHORIZATION

MARYAM ZAHORY, CPPB
Procurement Officer

DATE 5/25/12

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 192-11

AMENDMENT NUMBER 1

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 192-11 dated June 1, 2011 ("Main Agreement"), and made between Slurry Pavers, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the Work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

Paragraph No. 4. CONTRACT TERM shall be deleted in its entirety and replaced with the following:

4. CONTRACT TERM

Work under this Agreement will commence upon execution of this Agreement by the County, and be completed no later than MAY 31, 2014 ("Contract Term"), subject to any written modifications as provided for in the Contract Documents.

The Work for each contract term shall be completed no later than one hundred and twenty (120) consecutive calendar days after the commencement date given in each Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This period, subject to any such modifications, shall be the Stipulated Time of Completion for that period.

All other terms and conditions of the Main Agreement shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 5/25/12

SLURRY PAVERS, INC.

SIGNED BY: [Signature] F. Carter Dabney, Vice President
PRINT NAME: [Signature]
AND TITLE: [Signature]
DATE: 5/9/2012
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
INVITATION TO BID NO. 192-11
PROJECT NO.: 

BID FORM
PAGE 1 OF 6

SUBMIT TWO (2) FULLY-COMPLETED AND SIGNED BID FORMS TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 (ONE FORM SHALL CONTAIN AN ORIGINAL LONGHAND SIGNATURE; THE OTHER SHALL BE A PHOTOCOPY OF THE SIGNED ORIGINAL)

BIDS WILL BE OPENED AT 2:00 P.M., MAY 17, 2011

FOR PROVIDING SLURRY SEAL PER THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS SOLICITATION:

THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:


AN ELECTRONIC COPY OF THE SOLICITATION DOCUMENTS PROVIDED AT THE COUNTY'S WEBSITE (HTTP://WWW.ARLINGTONVA.US/PURCHASING) IS SUBJECT TO AN IMPORTANT DISCLAIMER WHICH MUST BE ACKNOWLEDGED ONLINE BEFORE THE DOCUMENTS CAN BE DOWNLOADED.

EACH BIDDER IS RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE, INCLUDING DOCUMENTS OBTAINED FROM THE COUNTY BY EITHER OF THE METHODS DESCRIBED ABOVE, AND DOCUMENTS OBTAINED FROM ALL OTHER SOURCES.

SLURRY PAVERS, INC.

The undersigned certifies that (Bidder Name) is currently registered with the Virginia State Board of Contractors as required by the Code of Virginia. Certificate Number 2701 001866 for a Class A License was issued on the 27 day of February, 2016. The undersigned further certifies that the registration fee and all renewal fees required under law have been paid. The Contractor agrees to furnish all necessary labor, equipment, materials, and all things necessary to perform the work as set forth in accordance with the plans and specifications at the following prices: (All prices include provision and installation).

The undersigned acknowledges receipt of the following amendments:

AMENDMENT NO. 1  DATE:  INITIAL: 

AMENDMENT NO.  DATE:  INITIAL: 

SLURRY PAVERS, INC.

BIDDER NAME: 

192-11
PROVIDE SLURRY SEAL IN-PLACE: $1.65 PER SQ. YARD

VACUUMING: $0.05 PER SQ YARD

CERTIFICATION OF NON-COLLUSION:
The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

CERTIFICATION OF UNDERSTANDING OF THE CONTRACT DOCUMENTS:
The undersigned affirms that he has carefully examined all of the Contract Documents and that there are no contradictions, ambiguities, errors, or infeasible requirements apparent in the Bid. The undersigned agrees to waive any claims in any way associated with any such ambiguities, contradictions, errors, or infeasible requirements in the Contract Documents unless such ambiguities, contradictions, errors, or infeasible requirements are not apparent through careful examination of the Contract Documents, but instead can only reasonably be uncovered during the course of the Work.

TRADE SECRETS OR PROPRIETARY INFORMATION:
Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 4-111 of the Arlington County Purchasing Resolution states that the bidder must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Please mark one:

( X ) No, the bid I have submitted does not contain any trade secrets and/or proprietary information.

(   ) Yes, the bid I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or other materials to be protected and list all applicable page numbers of the bid containing such data or materials:


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192-11
State the specific reason(s) why protection is necessary:

N/A

If you fail to identify the data or other materials to be protected and state the reasons why protection is necessary in the space provided above, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, effective upon the award of contract, the bid will be open for public inspection consistent with applicable law.

CERTIFICATION OF NON-COLLLUSION: The undersigned certifies that this bid is not the result of, or affected by, any act of collusion with another person (under Virginia Code Section 59.1-68.6 et seq.), engaged in the same line of business or commerce; or any act of fraud punishable under Article 1.1 of the Virginia Governmental Frauds Act (Va. Code §18.2-498.1 et seq.).

CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES
Provide the name and address of the person designated by the Bidder to receive notices and other communications (Refer to section headed Notices in the Contract Terms and Conditions of this solicitation for further details):

SLURRY PAVERS, INC.
F. Carter Dabney, Vice President
1277 Mountain Road Glen Allen, VA 23060

THE PROPER LEGAL NAME OF THE FIRM OR ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS BID FORM, AND ALL OTHER DOCUMENTS REQUIRED BY THE INVITATION TO BID TO BE SUBMITTED WITH THIS BID FORM, INCLUDING, BUT NOT LIMITED TO ALL ISSUED AMENDMENTS, MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY BIND THE BIDDER, OR THE BID MAY BE REJECTED:

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

F. Carter Dabney, Vice President
INDICATE THE NAME AND CONTACT INFORMATION OF THE PERSON WHO CAN RESPOND AUTHORITATIVELY TO ANY QUESTIONS REGARDING THIS BID (I.E. PROJECT MANAGER):

NAME (PRINTED): E. Carter Dabney  TEL. NO.: 804-264-0707
E-MAIL ADDRESS: cdabney@slurrypavers.com

<table>
<thead>
<tr>
<th>SUBMITTED BY: (LEGAL NAME OF FIRM)</th>
<th>SLURRY PAVERS, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS:</td>
<td>1277 Mountain Road Glen Allen, VA 23060</td>
</tr>
<tr>
<td>CITY/STATE/ZIP:</td>
<td>Glen Allen, VA 23060</td>
</tr>
<tr>
<td>TELEPHONE NO:</td>
<td>804-264-0707</td>
</tr>
<tr>
<td>FAX SIMILE NO.:</td>
<td>804-264-0219</td>
</tr>
<tr>
<td>TAX ID NUMBER (EIN/SSN):</td>
<td>54-0850778</td>
</tr>
<tr>
<td>VA. CONTRACTOR LICENSE #:</td>
<td>2701 009786A</td>
</tr>
<tr>
<td>THIS FIRM IS A: * INSERT NAME OF STATE</td>
<td>Virginia</td>
</tr>
<tr>
<td>CORPORATION, GENERAL PARTNERSHIP, LIMITED PARTNERSHIP, UNINCORPORATED ASSOCIATION, LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP</td>
<td></td>
</tr>
<tr>
<td>IS FIRM AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VA?:</td>
<td>Yes</td>
</tr>
<tr>
<td>IDENTIFICATION NO. ISSUED TO THE FIRM BY THE SCC:</td>
<td>011040668</td>
</tr>
</tbody>
</table>

ANY BIDDER EXEMPT FROM SCC AUTHORIZATION REQUIREMENT SHALL INCLUDE A STATEMENT WITH ITS BID WHY THEY ARE NOT REQUIRED TO BE SO AUTHORIZED

IS YOUR FIRM CURRENTLY DEBARRED FROM SUBMITTING BIDS TO ARLINGTON COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL SUBDIVISION? | No |

<table>
<thead>
<tr>
<th>BIDDER STATUS:</th>
<th>MINORITY OWNED:</th>
<th>WOMAN OWNED:</th>
<th>NEITHER:</th>
</tr>
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<tbody>
<tr>
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<td>x</td>
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66
192-11
# INSURANCE CHECKLIST

Certificate of Insurance must show all coverage and endorsements indicated by "X".

<table>
<thead>
<tr>
<th>COVERAGES REQUIRED</th>
<th>LIMITS (FIGURES DENOTE MINIMUMS)</th>
</tr>
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<tbody>
<tr>
<td>X 1 WORKERS' COMPENSATION</td>
<td>STATUTORY LIMITS OF VIRGINIA</td>
</tr>
<tr>
<td>X 2 EMPLOYER'S LIABILITY</td>
<td>$100,000 ACCIDENT, $100,000 DISEASE, $500,000 DISEASE POLICY LIMIT</td>
</tr>
<tr>
<td>X 3 COMMERCIAL GENERAL LIABILITY (CGL)</td>
<td>$1,000,000 CGL BI/PI EACH OCCURRENCE, $1 MILLION ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>X 4 PREMISES/OPERATIONS</td>
<td>$500,000 CGL BI/PI EACH OCCURRENCE MILLION ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>X 5 AUTOMOBILE LIABILITY</td>
<td>$1 MILLION BI/PI EACH ACCIDENT, UNINSURED MOTORIST</td>
</tr>
<tr>
<td>X 6 OWNED/HIRE/NON-OWNED VEHICLES</td>
<td>$1 MILLION BI/PI EACH ACCIDENT, UNINSURED MOTORIST</td>
</tr>
<tr>
<td>X 7 INDEPENDENT CONTRACTORS</td>
<td>$500,000 CGL BI/PI EACH OCCURRENCE, $1 MILLION ANNUAL AGGREGATE</td>
</tr>
<tr>
<td>X 8 PRODUCTS LIABILITY</td>
<td>$500,000 CGL BI/PI EACH OCCURRENCE, $1 MILLION ANNUAL AGGREGATE</td>
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<tr>
<td>X 9 COMPLETED OPERATIONS</td>
<td>$500,000 CGL BI/PI EACH OCCURRENCE, $1 MILLION ANNUAL AGGREGATE</td>
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<tr>
<td>X 10 CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)</td>
<td>$500,000 CGL BI/PI EACH OCCURRENCE</td>
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<tr>
<td>11 PERSONAL AND ADVERTISING INJURY LIABILITY</td>
<td>$1 MILLION EA. OFFENSE, $1 MILLION ANNUAL AGGREGATE</td>
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<tr>
<td>12 UMBRELLA LIABILITY</td>
<td>$1 MILLION BODILY INJURY, PROPERTY DAMAGE AND PERSONAL INJURY</td>
</tr>
<tr>
<td>X 13 PER PROJECT AGGREGATE</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
</tr>
<tr>
<td>14 PROFESSIONAL LIABILITY</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
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<tr>
<td>a ARCHITECTS AND ENGINEERS</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
</tr>
<tr>
<td>b ASBESTOS REMOVAL LIABILITY</td>
<td>$2 MILLION PER OCCURRENCE/CLAIM</td>
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<tr>
<td>c MEDICAL MALPRACTICE</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
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<tr>
<td>d MEDICAL PROFESSIONAL LIABILITY</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
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<tr>
<td>15 MISCELLANEOUS E&amp;O</td>
<td>$1 MILLION PER OCCURRENCE/CLAIM</td>
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<td>16 MOTOR CARRIER ACT END. (MCS-90)</td>
<td>$1 MILLION BI/PI EACH ACCIDENT, UNINSURED MOTORIST</td>
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<td>17 MOTOR CARGO INSURANCE</td>
<td>$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE</td>
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<td>18 GARAGE LIABILITY</td>
<td>$1 MILLION BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE</td>
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<td>19 INLAND MARINE-BAUXIT'S INSURANCE</td>
<td>$500,000 COMPREHENSIVE, $500,000 COLLISION</td>
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<tr>
<td>20 MOVING AND RIGGING FLOATER</td>
<td>ENDORSEMENT TO CGL</td>
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<tr>
<td>21 INSURANCE BOND</td>
<td>ENDORSEMENT TO CGL</td>
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<tr>
<td>22 MAPP'S RISK</td>
<td>PROVIDE COVERAGE IN THE FULL AMOUNT OF CONTRACT</td>
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<tr>
<td>23 BUILDERS RISK</td>
<td>$</td>
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<td>24 XCU COVERAGE</td>
<td>ENDORSEMENT TO CGL</td>
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<tr>
<td>25 USL&amp;H</td>
<td>FEDERAL STATUTORY LIMITS</td>
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</table>

X 26 CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

X 27 NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION.

X 28 THE COUNTY SHALL BE AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY.

X 29 CERTIFICATE OF INSURANCE SHALL SHOW SOLICITATION NUMBER AND TITLE.

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages not provided through this agency.

**AGENCY NAME:** [McInerney Agency LLC Company]

**AGENT'S SIGNATURE:** [Signature]

**BIDDER'S STATEMENT:**

If awarded the Contract, I will comply with contract insurance requirements.

**BIDDER NAME:** [Slurry Pavers, Inc.]

**AUTH. SIGNATURE:** [Signature]
Solicitation # 192-11

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(s) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

C. A negative reply will not adversely affect consideration of your bid/proposal.

D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, nondiscrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

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<tr>
<th>YES</th>
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<td>Prince William County Service Authority</td>
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<td>Washington Suburban Sanitary Commis</td>
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<td>Loudoun County Public Schools</td>
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<td>Winchester, Virginia</td>
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<td>Loudoun County Sanitation Authority</td>
<td>✓</td>
<td></td>
<td>Winchester Public Schools</td>
</tr>
</tbody>
</table>

BIDDER'S NAME: ____________________________

SLURRY PAVERS, INC.

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192-11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 192-11

THIS AGREEMENT is made, on the date of execution by the County, between Slurry Pavers, Inc., 1277 Mountain Road, Glen Allen, Virginia 23060 ("Contractor") a Commonwealth of Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of:

- Agreement No. 192-11, and all modifications properly incorporated into the Agreement
- Exhibit A - Arlington County Invitation to Bid No. 192-11;
- Exhibit B - VDOT Specification for Emulsified Asphalt Slurry Seal, dated July 22, 1997
- Exhibit C - Arlington County Department of Environmental Services Standards and Specifications, Current Edition
- Exhibit D - Unit price bid of the Contractor

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, or where the terms of the other Contract Documents vary, the order of precedence of the Contract Documents shall be as follows:

The Agreement
Exhibit A
Exhibit B
Exhibit C
Exhibit D

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' Agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein as the "Contract" or "Agreement."

2. PROJECT OFFICER
The performance of the Contractor is subject to the general control, review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Environmental Services or designee. The Contractor shall not comply with requests and/or orders issued by other than the Project Officer of designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Agreement. Where the term "Engineer" is used in the Contract Documents, it shall be interpreted to mean "Project Officer."
3. **SCOPE OF WORK**

The Contractor will furnish all labor, materials, and equipment for the for provision of in-place slurry sealing for the Arlington County roads and streets and all other work shown, described and required in the Contract Documents (alternatively, the "Work").

The Work shall be performed according to the standards established by the Contract Documents read together as a single specification. It shall be the obligation of the Contractor to obtain clarification from the Project Officer concerning any questions about or conflicts in the specifications, drawings and construction notes in a timely way so as not to delay the progress of the Work. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at solely the Contractor's cost, to provide sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

4. **CONTRACT TERM**

Work under this Agreement will commence upon execution of this Agreement by the County, and be completed no later than MAY 31, 2012 ("Initial Contract Term"), subject to any written modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from June 1, 2012 to May 31, 2014 (Each such period shall referred to as a "Subsequent Contract Term").

The Work for each contract term shall be completed no later than one hundred and twenty (120) consecutive calendar days after the commencement date given in each Notice to Proceed provided by the County to the Contractor, subject to any modifications made as provided for in the Contract Documents. This period, subject to any such modifications, shall be the Stipulated Time of Completion for that period.

5. **CONTRACT AMOUNT**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the services covered in the County's Invitation to Bid No. 192-11 for the amount provided in the Bid of the Contractor ("Contract Amount"). The Contractor agrees that the total payment for all tasks described under this Contract will not exceed the Contract Amount, regardless of the number of hours spent in the performance of the tasks, unless such amount is modified in writing as provided in this Contract. The Contract Amount includes all of Contractor's costs and fees (profit).

6. **PROGRESS PAYMENTS AND RETAINAGE**

The County will make monthly progress payments to the Contractor upon written application by the Contractor, on the basis of a written estimate of the work performed during the preceding calendar month as approved by the Project Officer. However, in making any progress
payment, five percent (5%) of the amount of the estimate upon which the progress payment is based will be retained by the County until final completion and acceptance of all work covered by the Agreement.

7. **PAYMENT TERMS**

Payment terms will be recorded by the County as net thirty (30) days. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified by the Contract Documents, payment shall not be made prior to delivery and acceptance of the entire order by the County.

8. **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
9. **RELEASE AND REQUEST FOR FINAL PAYMENT**
Upon completion of the Project and before Final Acceptance, the Contractor will submit to the Project Officer a signed copy of the Arlington County Release and Request for Final Payment form per the General Conditions.

10. **LIQUIDATED DAMAGES**
The County specifies that time is of the essence under this Contract. Time being of the essence, it is essential to the County that Contract work be completed on the date specified in the Notice to Proceed (NTP) issued by the County. The County and the Contractor agree that damages for failure to complete the work within the Term specified in the NTP are not susceptible to exact determination but that $1,000 per calendar day is in proportion to the actual loss that the County would suffer from such delay. Therefore, the Contractor will pay the County on demand $1,000 per day for each and every calendar day beyond the Contract Term that the County determines that work is not complete, as damages caused by such delay and not as a penalty. The County shall be entitled to deduct liquidated damages against any sums owed by the County to the Contractor under this Contract. The Contractor hereby waives any defense to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

11. **NON-APPROPRIATION**
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the services provided under this Contract or substitutes for such services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

12. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing services without a signed County Purchase Order do so at their own risk and expense.

13. **LIEN**
It is expressly agreed that after any payment has been made by the
County either to the Contractor or to any subcontractor, laborer, or any other person for work done, or labor or material supplied under the Contract, the County will have a lien upon all material delivered to the site either by the Contractor or any subcontractor, or for the Contractor, which is to be used in the performance of the Contract.

14. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

15. **Employment Of unauthorized aliens Prohibited**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in
all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

18. UNSATISFACTORY WORK
If any of the work done, or material, goods, or equipment provided, by the Contractor is unsatisfactory to the County, the Contractor shall, on being notified by the County, immediately remove at the Contractor's expense such unsatisfactory work, material, goods, or equipment and replace the same with work, material, goods, or equipment satisfactory to the County. In the event the Contractor fails within fifteen (15) calendar days after receipt of written notice to remove improper or unsuitable work, material, goods, or equipment and replace it with suitable and satisfactory work, material, goods, or equipment, the County shall have the right, but not the obligation, to remove or replace the rejected work, material, goods, or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. At its discretion, the County shall be entitled to offset such expense against any sums owed by the County to the Contractor under this Contract. If the Project Officer and the County deem it expedient not to require correction or replacement of the work which has not been done in accordance with the Contract, an appropriate adjustment to the Contract Amount may be made therefor.
19. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The County shall have the right to terminate this Contract prior to the end of the Contract Term if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the contractor.
In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

20. **TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of Work under this Contract may be terminated by the County Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

21. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of its work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

22. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property
rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

24. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any
rights or interests to use or to disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section.

25. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

26. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-
498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

27. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

28. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

29. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia §§ 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the option of the County.

30. RELATION TO THE COUNTY
The Contractor will be legally considered as an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

31. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to
all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the services purchased or acquired by the County under this Contract.

32. REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

33. AUDIT

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

35. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.
36. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

37. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

38. **APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

39. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

40. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

41. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

42. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

43. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

44. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; CONFIDENTIALITY AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

45. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

46. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

F. Carter Dabney, Vice President
Slurry Pavers, Inc.
1277 Mountain Road
Glen Allen, Virginia 23060

TO THE COUNTY:

Hung Tran, the County Project Officer;
DSS/Water, Sewer & Streets
4200 28th St. S., Arlington VA 22206

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

47. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.
48. **INSURANCE, PAYMENT AND PERFORMANCE BONDS**

The Contractor shall maintain the required insurance coverage and payment and performance bonds during the term of this Agreement.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SLURRY PAVERS, INC.

TAXPAYER ID (EIN) 54-0850778

SIGNED BY: [Signature]

PRINT NAME: RICHARD D. WARREN, JR. AND TITLE: PURCHASING AGENT

DATE: 6/1/2011

SIGNED BY: [Signature]

PRINT NAME: Carter Dabney, Vice President AND TITLE: 

DATE: 5/23/2011
I. DESCRIPTION:

This work shall consist of furnishing and applying an emulsified asphalt slurry seal in accordance with this provision and as directed by the Engineer.

II. MATERIALS:

A. Asphalt Emulsion: Emulsified asphalt shall conform to the requirements of Section 210 of the Specifications; except it shall be a quick setting emulsion and the following requirements shall apply:

1. The emulsion shall be designated CQS-1h cationic quick setting emulsion and shall conform to the requirements of Cationic Type CSS-1h.

2. The Cement Mixing Test is waived.

3. Emulsion Setting Time - Prior to shipment of each new formulation of emulsified asphalt, the Contractor shall perform a towel test to verify that the emulsion will set sufficiently quick for early release of traffic. Testing for setting time shall be in accordance with VTM-89.

B. Aggregate: Aggregate shall be crushed stone and except for locations where the posted speed limit is 15 mph or less and for roadways in Traffic Groups I through VII, it shall be non-polishing. The quality of aggregate shall conform to the requirements of Section 202 except that the loss on soundness shall not exceed 18%. The sand equivalent value shall not be less than 40.

Gradation shall be as follows for the type mix specified:
## DESIGN RANGE TABLE

<table>
<thead>
<tr>
<th>SIEVE SIZE</th>
<th>TYPE A (% Passing)</th>
<th>TYPE B (% Passing)</th>
<th>TYPE C (% Passing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 3/8</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>No. 4</td>
<td>100</td>
<td>90-100</td>
<td>70-95</td>
</tr>
<tr>
<td>No. 8</td>
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<tr>
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<td>32-54</td>
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<tr>
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<td>30-50</td>
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<td>23-38</td>
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<td>16-29</td>
</tr>
<tr>
<td>No. 100</td>
<td>10-21</td>
<td>10-21</td>
<td>9-20</td>
</tr>
<tr>
<td>No. 200</td>
<td>5-15</td>
<td>5-15</td>
<td>5-12</td>
</tr>
<tr>
<td>Design</td>
<td>8.0 - 10.5%</td>
<td>8.0 - 10.5%</td>
<td>7.0 - 9.5%</td>
</tr>
</tbody>
</table>

* Residual Asphalt content by weight of dry aggregate.

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C. **Mineral Filler**: Mineral filler shall conform to the requirements of Section 201 of the Specifications.

D. **Water**: Water used in the mix shall conform to the requirements of Section 216 of the Specifications.

E. **Mix Design**: The Contractor shall submit for the Engineer’s approval a mix design for each type of slurry on Form TL-127, results of the Compatibility Test as per VTM-60, and wear loss by the Wet Track Abrasion Test as prepared by an approved testing laboratory. The Wet Track Abrasion Test (WTAT) shall be performed in accordance with VTM-14. The wear loss shall not be greater than 75 grams per square foot. The wear loss shall apply to the asphalt content limits designated on the job mix formula. Such limits shall be determined by selecting the optimum asphalt content from the WTAT loss curve and within the ranges shown in the Design Range Table above in II. B and applying a tolerance of plus or minus 1.5 percent.
VIRGINIA DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR

EMULSIFIED ASPHALT SLURRY SEAL

July 21, 1997

I. DESCRIPTION:

This work shall consist of furnishing and applying an emulsified asphalt slurry seal in accordance with this provision and as directed by the Engineer.

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A. Asphalt Emulsion: Emulsified asphalt shall conform to the requirements of Section 210 of the Specifications; except it shall be a quick setting emulsion and the following requirements shall apply:

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2. The Cement Mixing Test is waived.

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B. Aggregate: Aggregate shall be crushed stone and except for locations where the posted speed limit is 15 mph or less and for roadways in Traffic Groups I through VII, it shall be non-polishing. The quality of aggregate shall conform to the requirements of Section 202 except that the loss on soundness shall not exceed 18%. The sand equivalent value shall not be less than 40.

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* Residual Asphalt content by weight of dry aggregate.

C. **Mineral Filler:** Mineral filler shall conform to the requirements of Section 201 of the Specifications.

D. **Water:** Water used in the mix shall conform to the requirements of Section 216 of the Specifications.

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spreader box shall be equipped with augers extending its full width which shall uniformly distribute the slurry mixture across the entire width of the box. The box shall be equipped with an approximately 18 inch wide burlap drag to smooth the slurry surface.

IV. PROCEDURES:

A. **Beginning Work:** The Contractor shall notify the Engineer at least three work days prior to beginning work. Two weeks prior to beginning work, the Contractor shall provide 6 quarts of liquid emulsion and 50,000 grams of aggregate material for the Department’s use in determining asphalt content.

B. **Preparation of Surface:** The surface upon which slurry seal is to be applied shall be thoroughly cleaned of all loose material, vegetation, silt spots, and other objectionable materials by either brooming or the use of compressed air.

C. **Application:** When warranted by local conditions or when the pavement temperature is above 90°F, the surface of the pavement shall be fogged with water at a rate of 0.05 gallons per square yard immediately preceding the pass of the spreader. The slurry mixture shall be of a consistency such that it “rolls” in the spreader box in a continuous mass. Slurry that segregates in the spreader box, so that flowing of liquids (water and emulsion) is evident, is not acceptable and shall not be applied. The liquid portion of a slurry mixture shall not flow from either the spreader box or the applied slurry. Evidence of such flow shall be sufficient cause for rejection of the applied material. A mixing aid additive may be used when necessary to accommodate slow placements or high temperatures.

The slurry shall be uniformly placed on the road in full lane widths up to and including 12 feet. Excess buildup of slurry on longitudinal and transverse joints shall be corrected.

Treated areas shall not be opened to traffic until such time as the slurry seal has cured to the extent that it will no longer be damaged by traffic. (Where earlier opening to traffic is necessary, such as at entrances, the contractor may lightly sand the surface using the same aggregate as in the mix and may be required to remove excess aggregate from the roadway in curb and gutter sections.) The applied slurry mixture shall be uniform in texture and shall not flush under traffic. In the event a failure occurs prior to acceptance, the Contractor shall repair or replace the failed treatment as directed by the Engineer.

Slurry Seal surface course shall not be applied on surfaces containing puddled water and on surfaces less than 50°F, except that in the early AM the
F. **Test Strip:** The Contractor shall place a test strip for approval by the engineer prior to beginning the work. The mix consistency shall be determined by the Contractor in accordance with current International Slurry Seal Association Technical Bulletin Number 106 and shall be 2.5 cm, plus or minus 0.5 cm. Calibration data as specified in IV. B shall be provided prior to placing the test strip.

G. **Mix Sampling and Testing Requirements:** Testing for gradation shall be based on an approved aggregate producer’s modified acceptance production control plan. Gradation shall conform to the ranges specified in II. B.

Samples for asphalt content shall be taken from the completed mix and will be tested by the Department. The frequency of sampling and testing will be established by the Engineer based upon the Department’s current acceptance program. The asphalt content will be determined by the Ignition Method (VTM-102) or nuclear gauge (VTM-90), as determined by the Engineer. The Contractor shall perform a minimum of two consistency tests for each day’s production as specified in F, and shall conduct additional tests as requested.

Materials from the job site will be tested for Wet Track Abrasion in accordance with VTM-14 and the Department’s current acceptance program. The WTAT loss shall not be greater than 75 grams per square foot.

III. **EQUIPMENT**

A. **General:** All equipment, including hand tools, shall be designed or suitable for the application of slurry and be in good working order. A mobile unit is required and shall be equipped with an accurate mineral filler feeder, a fog type spray bar, be capable of an operation speed of 60 feet per minute, and have capacity to store mix components to produce a minimum of five (5) tons of slurry seal. The equipment shall be capable of delivering a continuous uniform and homogeneous mixture of aggregate, emulsion, water, and mineral filler to the spreader box. Mixing aid additive dispensers, if used, shall be capable of uniformly adding the additive to the water line prior to entering the mixing chamber.

B. **Equipment Calibration:** The Contractor shall provide current year data for each mixing unit utilizing materials from the same sources as those to be used on the project. Data for each unit shall be in the form of a graphic scale indicating the stone gate setting required to obtain the residual asphalt content as determined in the mix design. Such data shall be maintained with each unit.

C. **Spreader:** The spreader shall be equipped with a flexible type squeegee positioned in contact with the pavement surface. The spreader shall be designed to apply a uniform spread with a minimum loss of slurry. The
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Slurry Seal surface course shall not be applied on surfaces containing puddled water and on surfaces less than 50°F, except that in the early AM the
yard will be applied for each one-tenth percent the residual asphalt content is more than one percent below the approved job mix formula.

2. Application Rate - a three percent reduction in price per square yard will be applied for each pound of aggregate per square yard less than the specified application rate. The square yards retrofitted, if any, shall be added to the total square yards retrofitted, if any, shall be added to the total square yards for calculation of application rate. The price adjustment will be applied to the total square yards for which payment is made. Material applied over the specified application rate will not be considered for extra payment.

Price adjustments under 1 and 2 above shall apply concurrently.

V. MEASUREMENT AND PAYMENT

Emulsified asphalt slurry seal will be measured and paid for in square yards on a plan quantity basis for the type specified. Authorized increases and decreases to plan quantities will be adjusted in accordance with Section 109.02 of the Specifications. Payment shall be full compensation for furnishing, applying, testing, and maintenance of traffic.

The Contractor will be paid at the rate of $15.00 per hour for the removal of vegetation as required, which price shall include each operator and the necessary equipment, maintenance, and all incidentals necessary to perform this operation.

When vacuuming is required by the Engineer, the contractor will be paid $85.00 per hour for the removal of loose particles, by mobile vacuum unit with no less than an eight cubic yard capacity, which price shall include each operator and the necessary equipment, maintenance and all incidentals necessary to perform this operation.

The required flaggers will not be measured as a separate pay item, when the Engineer determines additional flaggers are necessary, as described in the two flagging conditions in Section 512 Maintenance of Traffic in the contract documents, additional flaggers will be measured in hours and will be paid at the rate of $10.00 per hour.

Pilot vehicles will be measured in hours of actual use, as required by the Engineer, and will be paid for at the rate of $15.00 per hour, which price shall include vehicles, necessary warning devices, drivers, fuel and maintenance.
minimum surface temperature will be 40°F provided the ambient temperature is expected to be above 60°F.

Should oversize aggregate be encountered, the Contractor shall immediately cease operation until approved corrective measures have been taken.

A certified paving technician shall be at the job site at all times.

D. **Rate of Application:** The minimum aggregate application rate shall be 16 pounds per square yard for Type B and 20 pounds per square yard for Type C.

The Contractor shall provide to the Engineer aggregate weight tickets, a daily delivery summary, and an estimate of aggregate lost and otherwise not used in the work for each stockpile location. Where disagreements occur, the Engineer shall have the final judgment of such loss.

E. **Test Failure:**

1. **Asphalt Content -** Samples representing a maximum of 25,000 square yards will be taken from material produced by each mixing unit for asphalt content determination. The asphalt content of such samples shall be within plus or minus 1.5 percent of the approved job mix. When two successive tests from a mixing unit fail or one test fails by more than two percent, that mixing unit shall be removed from service until approved by the Engineer.

2. **Consistency Test -** Upon failure, adjustment shall be made in the mix immediately and rechecked. If more than two consecutive tests fail, work shall cease. The equipment and/or materials shall be adjusted and approved by the Engineer before proceeding.

3. **Wet Track Abrasion Test -** Upon failure, adjustment shall be made in the mix and/or process immediately and rechecked. If two or more consecutive tests fail, work shall cease until the cause is determined and remedied and approved by the Engineer.

F. **Price Adjustment:**

1. Emulsified asphalt certified weight tickets showing the residual asphalt content shall be provided to the Engineer. Asphalt not used shall be documented and considered in determining the percent of asphalt used on the total project. Upon completion of the project, the percent of asphalt shall be determined by dividing the calculated weight of residual asphalt by the delivery ticket weight of aggregate used in the work. A one percent reduction in the unit price per square
yard will be applied for each one-tenth percent the residual asphalt content is more than one percent below the approved job mix formula.

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3. Wet Track Abrasion Test - Upon failure, adjustment shall be made in the mix and/or process immediately and rechecked. If two or more consecutive tests fail, work shall cease until the cause is determined and remedied and approved by the Engineer.

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