

DOCUMENT 00 43 12
CONTRACT

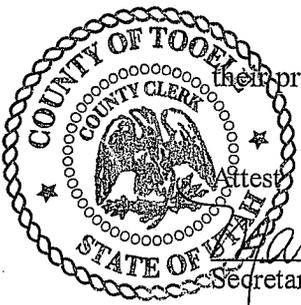
THIS AGREEMENT, made and executed in Three (3) original counterparts this 31, day of May A.D. 2011 between Tooele County, hereinafter called "Owner", first party, and Holbrook Asphalt LLC, hereinafter called "Contractor", second party.

WITNESSETH, that for and in consideration of payments, hereinafter mentioned, to be made by the Owner, the Contractor agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Owner and to do and perform all work in the construction of the **HA5 high density mineral bond Roadway Improvement Project** in Tooele County, State of Utah, the same being that section Stansbury Park Roads containing approximately 91,900 square yards for the approximate sum of **One Hundred Seventeen Thousand One Hundred Seventy Two and 50/100 Dollars (\$117,172.50)**.

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the plans, and specifications. The said plans and specifications and the notice to contractors, instruction to bidders, the proposal, special provisions and contract bond are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, Tooele County agrees to pay to Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.



Sharilyn K. Lellette
Secretary

Witnesses

Witness

Approved as to form:

By [Signature]
Doug Hogan
Tooele County Attorney

TOOELE COUNTY

Colleen S. Johnson
First Party: Colleen S. Johnson, Chairman
Tooele County Commissioner

Second Party

By [Signature]
MANAGER

Title

Utah Contractor License Number

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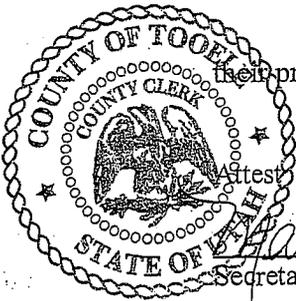
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Attest
Barbara K. Silletta
Secretary

TOOELE COUNTY

Colleen S. Johnson
First Party: Colleen S. Johnson, Chairman
Tooele County Commissioner

Witnesses

Witness

Second Party

Approved as to form:

By [Signature]
Doug Hogan
Tooele County Attorney

By _____

Title

Utah Contractor License Number

May 31, 2011

Aaron Epply, Operations Manager
Holbrook Asphalt LLC
3028 S 1700 E
St. George, Utah 84790

Subject: HA5, Stansbury Park Project – Notice of Award

Dear Aaron,

As you know the above HA5 Project was approved on Tuesday May 17, 2011 at the Tooele County Commission Meeting you were the soul source bidder for the Project. Since that time the Bid Documents you provided with your Proposal were reviewed.

Based on the review and confirmation of all the documents submitted with your Proposal was accepted.

You are officially given Notice of Award on the Stansbury Park HA5 Project.

Holbrook LLC shall now proceed with the following:

- Execution of the Contract, Document 00 43 12 (Attached)
- Execution of the Performance Bond, Document 00 61 13 (Attached)

As stated in the Bid Policy the Bidder has **10 calendar days** in which to complete the above information and return it the County for their review and approval. Once all is in order the Notice to Proceed will be granted.

We look forward to working with you on this great project for Tooele County

Sincerely,



Rod Thompson
Director, Tooele County Department of Roads



3828 South 1700 East
 St. George, UT 84790
 Ph: 435.652.4427 Fx: 435.656.3943
 holbrookasphalt.com

PROPOSAL

Date	Estimate #
2/24/2011	18081

Customer	Type of Job	Job Location
Tooele County 47 South Main Street Tooele, Utah 84074	2011-HA5 Projects	Stansbury Park Sub. "A" Tooele, Utah

P.O. Number	Terms	Estimator	Sales Area	State License #
	Due upon completion	AE	Northern Utah	

Description	Quant...	Rate	Total
** Stansbury Park Sub. "A" -- HA5 HIGH DENSITY MINERAL BOND: (91,900 SQ. YD.) -- Clean & prepare surface using high pressure air & wire bristle brooms. -- Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. Notes: 1) See "HDMB Specification F107b" for the current High Density Mineral Bond specification. This specification is pending final approval for the 2012 edition of Standard Plans & Standard Specifications for the Utah APWA Chapter. 2) Traffic Control & Notifications will be performed by Holbrook Asphalt.	91,900	1.275	117,172.50

	Total	\$117,172.50
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Prices quoted above are good for 30 days from date of proposal. This proposal becomes a written contract with signatures from both parties. Terms as stated above. A finance charge of two percent per month (24% annual) on all unpaid invoices.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2011

PRODUCER Texas Wasatch Insurance Services, LP 100 Easy Royal Lane, Suite 320 Irving, TX 75039	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Holbrook Asphalt LLC PO Box 984 St George UT 84771	INSURERS AFFORDING COVERAGE INSURER A: Travelers Indemnity Company (IND) INSURER B: Travelers Indemnity Company of Connecticut INSURER C: Travelers Property Casualty Company of America INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CO3253R801	06/15/2010	06/15/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA3244R202	06/15/2010	06/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUP5464B66A	06/15/2010	06/15/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB3422R072	06/15/2010	06/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Tooele County 47 South Main Street Tooele, UT 84074	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE TWG Insurance
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**AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: Ron Kaihoj

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: \$2.5 Million

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February 1993.

"Resolved, That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may be imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"Resolved, That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto; appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 30th day of January, 2008.

AEGIS SECURITY INSURANCE COMPANY

BY:

Darleen J. Fritz
DARLEEN J. FRITZ
President



Commonwealth of Pennsylvania }
County of Dauphin } s.s.: Harrisburg

On this 30th day of January, 2008, before me personally came Darleen J. Fritz to me known, who being by me duly sworn, did depose and say that she is President of AEGIS SECURITY INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that she knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

Rebecca Liddick

REBECCA LIDDICK
Notary Public

My Commission Expires July 25, 2013



I, the undersigned, Assistant Secretary of AEGIS SECURITY INSURANCE COMPANY, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 9th day of May 2011

Deborah A. Good
DEBORAH A. GOOD
Secretary



ACKNOWLEDGEMENT OF SURETY

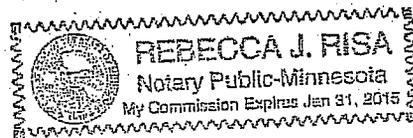
STATE OF MINNESOTA

COUNTY OF CHIPPEWA

On this 9th day of May, 2011, before me, a Notary Public within and for said County, personally appeared **Ron Kaihoi** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Aegis Security Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Ron Kaihoi** acknowledged said instrument to be the free act and deed of said corporation.

Rebecca J. Risa

NOTARY PUBLIC
My Commission Expires 1/31/2015



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

PART 1
GENERAL

1.1. SECTION INCLUDES

- A. Mixture of Fine Aggregates and polymers and resins suspended in a non-ionic asphalt emulsion spread evenly as a roadway surface treatment. Non-ionic emulsion defined as "the asphalt particles are neutral and do not migrate to either pole." see chapter 2, Chemistry, in MS19-Fourth Edition.

1.2. REFERENCES

- A. ASTM D 2196: Standard Test Method for Rheological Properties of Non-Newtonian materials by Rotational (Brookfield type) Viscometer.
- B. ASTM D 2939: Standard Test Method for Emulsified Bitumens used as Protective Coatings.
- C. ASTM D 217: Standard Test Method for Cone Penetration.
- D. ASTM D 2687: Standard Practices for Sampling Particulate Ion-Exchange Materials.
- E. ASTM D 2486: Standard Test Method for determining wear resistance in cycles.
- F. ASTM D 1644: Standard Test Method for Nonvolatile Content (Solids by weight).
- G. MIL-A-21380B: Military Specification for Abrasive materials.
- H. MS-19: Asphalt Institute and AEMA Basic Asphalt Emulsion Manual.
- I. ASTM D 244: Standard Test Methods and Practices for Emulsified Asphalts.
- J. ASTM D 2172: Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures.
- K. ASTM D 2697: Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings.

1.3. SUBMITTALS

- A. Results of Wear resistance test within one calendar year (refer to this section Article 2.3)
- B. Traffic Control & Notification Plan
- C. Mix Design: 10 days prior to use, submit proportions of aggregate, filler, water, polymer, and emulsion in the mix.
- D. Equipment: Submit a list of construction equipment to be used.
- E. Letter of Certification from Emulsion Manufacturer which states that the emulsion meets the requirements described in Article 2.1 of this Section
- F. Quality Control Report: Upon ENGINEER's request, submit a written quality control inspections and testing report describing source and field quality control activities performed by CONTRACTOR's Supplier and CONTRACTOR.

1.4. QUALITY ASSURANCE

- A. CONTRACTOR has successfully completed at least five (5) projects of similar size and nature, using the same mix design as described in this section. CONTRACTOR to provide a list of five (5) projects which have demonstrated a five year minimum proven performance on a bituminous surface. Acceptable performance after five year period is no less than 70% residual coverage in the treated surface area.
- B. Foreman of the crew has completed at least three (3) projects of similar size and nature.
- C. Do not change the source of the emulsified asphalt or aggregate without supporting changes in the mix design.
- D. Reject asphalt emulsion that does not meet requirements of this section.
- E. Remove product found defective after installation and install acceptable product at no additional cost to the OWNER.

1.5. WEATHER

- A. Temperature:
1. Apply High Density Mineral Bond when air and roadbed temperatures in the shade are 55 deg F. and rising.

- 2. Do not apply High Density Mineral Bond if the pavement or air temperature is below 60 deg F. and falling or if the finished product will freeze before 48 hours.
- B. Moisture: Do not apply High Density Mineral Bond during rain, unsuitable weather, or 24 hours prior to forecasted rain.

1.6 NOTICE

- A. Follow Laws and Regulations concerning when and to whom notices are to be given. Send written notices at least 2 days prior to applying High Density Mineral Bond.
- B. Indicate application time and when the surface can be used. Include a map signifying the specific area to be closed providing detailed directions.
- C. Provide a minimum of two contacts who represent the CONTRACTOR with phone numbers which can be reached at any time during the project.
- D. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
- E. Should work not occur on specified day, send a new notice before the end of the day.

1.7 ACCEPTANCE

A. General:

- 1. Acceptance is by Lot.
- 2. Opening High Density Mineral Bond to traffic does not constitute acceptance.

B. High Density Mineral Bond Materials:

- 1. Aggregate Source: Verify suitability of aggregate source.
- 2. Mixture, ready to install: Lot size is one days production with 10,000 gallons sub-lots. Collect samples randomly and test for density, ASTM D2939, Section 7.
- 3. Price Adjustment: Material defects may be accepted if a 5 percent price reduction is applied against the Lot for each condition not met. Maximum price reduction for the Lot is 10 percent.

C. Placement

- 1. Lot size is 1 lane mile. Sub-lot size is 0.1 lane mile.
- 2. Mat Appearance:
 - a. no runoff onto concrete curbs and shoulders
 - b. no streaking
 - c. no light spots
 - d. no debonding due to road contaminants
- 3. Price Adjustment: Appearance defects may be accepted if a 2.5 percent price reduction is applied against the Lot for each condition not met. Maximum price reduction for the Lot is 5 percent.

PART 2 PRODUCTS

2.1 EMULSIFIED ASPHALT: Emulsified asphalt: Non-Ionic mineral colloid asphalt emulsion

Table 1 - Base Emulsion (prior to mixing with fine aggregates, mineral fillers, polymers and other components)		
Brookfield Viscosity	8000-15,000 cPs	ASTM D-2196
Solids by weight	47 - 53 percent	ASTM D 2939-7
Consistency @ 77 deg F	Thixotropic liquid	
Base	Asphalt, non-ionic emulsion	
Acidity	pH: 6.5 - 7.5	
Weight per Gallon	8.7 - 9.1 lbs/gal	

2.2. AGGREGATE
A. SLATE

Table 2 - Physical Properties: Slate		
Physical Characteristics	Opaque to ultra violet light	
	Specific gravity = 2.7	
	Mohs hardness = 6.5	
	Compression greater than 11,000 psi	
	Loss on ignition at 1000 deg C = 5%	
	Shipping moisture content ~ 1%	
Chemical Analysis	SiO ²	66.4%
	Al ² O ³	17.10%
	Fe ² O	7.40%
	CaO	0.90%
	MgO	2.90%
	Na ² O	1.00%
	K ² O	3.80%
Typical Sieve Analysis	20 mesh	99% passing
	50 mesh	74% passing
	100 mesh	55% passing
	200 mesh	38% passing

B. REFINED CORUNDUM

Table 3 - Physical Properties: Refined Corundum		
Physical Characteristics		
Crystallography	Alpha alumina, in a hexagonal crystal	
Color	Brown	
Specific Gravity	3.92	
Knoop100 Hardness	2050	
Shape	Blocky with sharp edges	
Ball Mill Fiability	50 (14 grit)	
Grading (Grain)	ANSI B74.12-2001, Table 3	
Bulk Density (Grain)	ANSI B74.4-1992 (R2007)	
Chemical Analysis	Al ² O ³	96.00%
	TiO ²	2.70%
	SiO ²	0.70%
	Fe ² O ³	0.15%
	CaO	0.15%
	MgO	0.30%
Typical Sieve Analysis	35 mesh	99% passing
	45 mesh	85% passing
	50 mesh	35% passing
	60 mesh	7% passing
	70 mesh	2% passing

2.3 HIGH DENSITY MINERAL BOND

Asphalt Content	17 percent by weight	ASTM D 2172
Residual Asphalt	30 percent by weight	ASTM D 2939-8
Cone Pen Viscosity	350-450	ASTM D 217
Weight per Gallon	11.2 lbs. minimum	ASTM D 2939
Solids by volume	55 to 65 percent	ASTM D 2697
Solids by weight	60 percent minimum	ASTM D 1644
Bentonite and Attapulgite clay	1.8 percent by weight	
Refined Corundum / Slate Content	34.5 percent minimum by weight	
Sand or other round aggregate	6 percent maximum by weight	
Maximum VOC:	<10 g/l	
Pinholes on glass:	Excellent	
Resistance to re-emulsification	Very good	
Wear Resistance (70 MILS WET)	<2.5% wt. loss @ 6000 cycles	ASTM D 2486 (Modified)

PART 3 EXECUTION

3.1 PREPARATION

A. General:

1. Severely raveled or porous pavements may require tack coat.
2. Asphalt concrete inlay may be required in rut deformations.

B. Crack Repair:

1. Remove plant materials from cracks, edges, and joints.
2. Blow cracks clean with compressed air.
3. Seal cracks with hot pour crack sealant. Remove excess sealant.
4. Allow crack seal to dry before applying High Density Mineral Bond.

C. Surface Repair: Patch any holes, raveled areas, and low areas with asphalt concrete FMA.

D. Cleaning:

1. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
2. Do not flush water over cracks or apply pressurized water to cracked pavement.
3. Clean the surface immediately prior to installation of High Density Mineral Bond.

E. Tack Coat:

1. Apply tack coat to high absorbent, polished, oxidized, or raveled asphalt surfaces or to concrete or brick surfaces.
2. Tack coat should consist of one part emulsified asphalt, three parts water and should be SS or CSS grade.

3.2 PROTECTION

A. Implement the traffic control plan. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers.

B. Protect trees, plants, and other ground cover from damage.

C. Prune trees to allow equipment passage underneath, Section 32 01 93.

D. Install invert covers.

E. Mask Street Fixtures

F. Protect curb, gutter, and sidewalk from spatter, mar, or overcoat.

1. Construction paper, plastic, rubber, or other approved material shall be placed over these areas prior to installation of the High Density Mineral Bond.

2. Protective material shall be removed after the High Density Mineral Bond is fully cured and ready for traffic.

G. Protect High Density Mineral Bond from traffic until it has cured.

3.3 APPLICATION

A. Application Rate:

1. Install two separate applications of the High Density Mineral Bond
 - a. Application rate for first application is 0.20 gallons per square yard minimum.
 - b. Application rate for second application is 0.16 gallons per square yard minimum.
 - c. Machine settings must match application rate.
 - d. The first application must be thoroughly dry and free of any damp areas before the second application begins.

B. Spreading:

1. The material must maintain constant delivery rate of material per square yard of surface, even if the forward speed of the machine may vary.
2. Material should be applied evenly along edges and around manhole covers, with no reduction in application rate in these areas.
3. Both applications must go right to the edge of the pavement. Do not back away from curbs, manhole covers, and edges on either application.

C. Lines:

1. Mask off end of streets and intersections to provide straight lines.
2. Make straight lines along lip of gutters and shoulders. Maintain same thickness in these areas. No runoff on these areas will be permitted.
3. Vary edge lines no more than 1/2 inch per 100 feet.

3.4 AFTER APPLICATION

- A. Leave no streaks caused by plugged nozzle or improper height of the application bar.
- B. Leave no holes, bare spots, or cracks.
- C. Expose and clean Manholes, valve boxes, inlets and other service entrances and Street Fixtures.
- D. Raise reflective tabs that were covered over. This will aid roadway users in finding lane delineation after High Density Mineral Bond installation and before permanent striping.
- E. Do not permit traffic on High Density Mineral Bond until surface has cured.
- F. Do not apply permanent lane marking or paint until placement has aged at least 10 days and layout has been verified with ENGINEER.

3.5 FIELD QUALITY CONTROL

- A. Testing: If density tests (ASTM D244) show non-compliance, remove the product and halt operations until new material arrives and is shown to be in compliance.
- B. Equipment:
 1. Use equipment capable of applying at least 15,000 square yards of material per day.
 2. The machine must be equipped with full sweep helical mixer to assure proper suspension of fine aggregates.
 3. Paver must have a digital operator control station which is capable of adjusting material spread rate in accordance with pre-set calibrations. It should be equipped with speed sensing equipment capable of maintaining a constant delivery rate of material per square yard of surface at variable speeds.
 4. Paver has a filter system equipped with two separate filters. The primary filter should be at least 200 square inches with a filter face of 3/8 inch. The secondary filter needs to be at least 1500 square inches with a filter face of 1/8 inch.
 5. Retractable application bar with spacing of 16 inches between each discharge orifice. The bar should be positioned minimum of 20 inches from the surface, no more than 23 inches from the surface.
- C. Calibration: On a test strip at least 300 feet long, determine the correct pump settings on the application equipment. Apply material with pump settings at 80% of maximum output at a ground speed of 352 feet per minute. Measure the total amount of material installed, and verify that it meets the application rate set forth in Article 3.3 of this Section.

3.6 WARRANTY

- A. The High Density Mineral Bond must carry a warranty from both the CONTRACTOR and the manufacturer for a period of five years when applied to pavement in appropriate condition. The warranty should include coverage for peeling and failure, and also must protect against pre-mature wear. Pre-mature wear will be constituted as anything less than 70% residual coverage of the High Density Mineral Bond on the treated surface area.

3.7 REPAIR

- A. Remove spatter and mar from curb and gutter, sidewalk, guard rails and guide posts at no additional cost to the OWNER.
- B. Remove High Density Mineral Bond from the Street Fixtures
- C. Make correction lines straight. Provide good appearance.
- D. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
- E. Repair collateral damage caused by construction.

Reference Contract # 11-06-09

**DOCUMENT 00 61 13
PERFORMANCE BOND**

KNOW MEN BY THESE PRESENTS:

That, **Holbrook Asphalt LLC**, hereinafter referred to as "Principal", and Aegis Security Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, with its principal office in the City of Harrisburg, PA hereinafter referred to as the "Surety", are held and firmly bound unto Tooele County, Utah by and through the Tooele County Road Department, hereinafter referred to as the "Obligee", in the amount of

One Hundred Seventeen Thousand One Hundred Seventy Two Dollars & Fifty Cents Dollars (\$117,172.50) for the payment whereof, the said Principal and Surety bind themselves, 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 31st day of May 2011, to construct the **HA5 Roadway Improvement Project** in the County of Tooele, State of Utah, for the approximate sum of 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 faithfully perform the contract in accordance with the plans, specifications, and conditions thereof, then, this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this bond to all such claimants shall be determined in accordance with said provisions, to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 17th day of June 2011.

Holbrook Asphalt, LLC (Seal)

_____(Seal)

WITNESS OR ATTESTATION

Troy H Brook (Seal)
Principal

WITNESS
[Signature]

Aegis Security Insurance Company
Surety

By Ron Kaihoi
Attorney-in-Fact Ron Kaihoi

Witness
Brad Koosmann
Brad Koosmann, Account Specialist

STATE OF MINNESOTA)
COUNTY OF CHIPPEWA)SS.

Ron Kaihoi being first duly sworn on oath disposes and says, that he is the Attorney-in-Fact of the Aegis Security Insurance Company and that he is duly authorized to execute and deliver the foregoing obligation, that said Company is authorized to execute the same, and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings, and obligations.

Holly Rae Groothuis

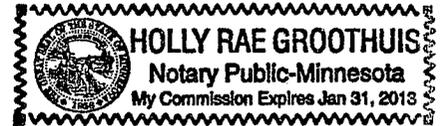
Subscribed and sworn to before me this 17th day of June 2011

My commission expires: 1/31/13


Notary Public

APPROVED AS TO FORM: _____

Doug Hogan
Tooele County Attorney



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

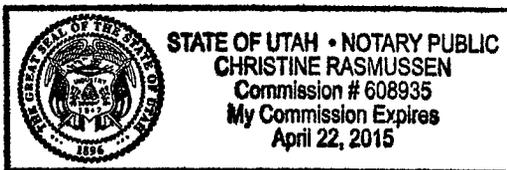
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of UTAH }
County of WASHINGTON }

On this 21 day of JUNE, in the year 2011, before me personally come(s) TREGG HOLBROOK, to me known, who being duly sworn, deposes and says that he/she resides in the City of WASHINGTON that he/she is the PRINCIPAL of the HOLBROOK ASPHALT CO, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Christine Rasmussen

Notary Public

