



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 65-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR 2015 SSMP SLURRY SEAL PROJECT (CIP-2015-S04) IN THE AMOUNT OF \$102,541.56.

WHEREAS, the Street Surface Maintenance Program was adopted January 2, 2007; and

WHEREAS, Slurry Sealing was identified as a preventative maintenance measure for streets; and

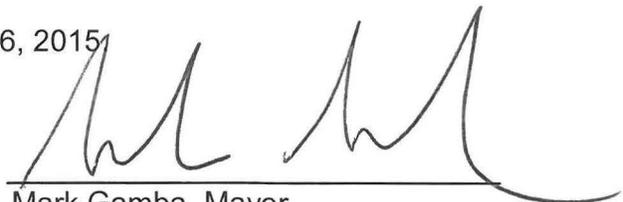
WHEREAS, a formal competitive bidding process following Chapter 30 of the City's Public Contracting Rules was conducted; and

WHEREAS, Intermountain Slurry Seal, Inc. is the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT RESOLVED that the City of Milwaukie authorizes the City Manager to sign a contract for the 2015 SSMP Slurry Seal Project in the amount of \$102,541.56 with Intermountain Slurry Seal, Inc.

Introduced and adopted by the City Council on June 16, 2015.

This resolution is effective on June 16, 2015.

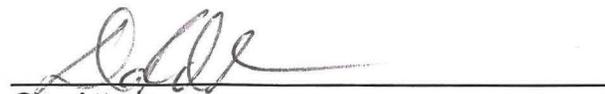


Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder

City Attorney



**PUBLIC IMPROVEMENT CONTRACT
WITH THE CITY OF MILWAUKIE, OREGON
FOR 2015 SSMP SLURRY SEAL CIP-2015-S04**

THIS CONTRACT, made and entered into this 29th day of May, 2015, by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called "City" and Intermountain Slurry Seal, Inc. hereinafter called "Contractor", duly authorized to perform such services in Oregon.

RECITALS

WHEREAS, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

1. Services

Contractor's services under this Agreement shall consist of the following:

Placement of 45,963 square yards of emulsified asphalt slurry seal and performance of such additional and incidental work as called for by the Contract Documents.

2. Prevailing Wage

If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml. Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). The Contractor shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Contractor.

For contracts \$50,000 or greater, City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries
Wage and Hours Division
Prevailing Wage Unit
800 NE Oregon Street, # 32
Portland, Oregon 97232

3. Contract Documents

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of Milwaukie, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

4. City's Representative

For purposes hereof, the City's authorized representative will be the Engineering Director, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503-786-7600.

5. Contractor's Representative

For purpose hereof, the Contractor's authorized representative will be Marc Thoreson.

6. Contractor Identification

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

7. Compensation

A. Payments: City agrees to pay Contractor One Hundred Two Thousand, Five Hundred Forty One Dollars and Fifty Six Cents (\$102,541.56) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to Chrissy Dawson, Engineering Technician II, City of Milwaukie, 6101 SE Johnson Creek Blvd, Milwaukie, OR 97206, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

- B. Timing of Payments and Liquidated Damages:** Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is **\$150.00** per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.
- C. Final Payment:** The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

8. Status of Contractor as Independent Contractor

Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

9. Subcontracts - Assignment & Delegation

Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

10. Contractor - Payment of Benefits - Hours of Work

- A. The Contractor shall:
 - 1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;
 - 2) Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract;
 - 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and
 - 4) Not permit any lien or claim to be filed or prosecuted against the City of Milwaukie on account of any labor or material furnished;
- B. The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work, and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the

contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

- 1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.
 - 2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in OS 279C.845.
- C. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Milwaukie may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.
- D. Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when public policy absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.
- E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

11. Drug Testing Program

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

12. Contractor's Employee Medical Payments

Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

13. Salvage, Composting or Mulching

If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

14. Early Termination

A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

15. Cancellation with Cause

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

- 5) If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

16. Access to Records

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

17. Work is Property of City

All work performed by Contractor under this Agreement shall be the property of the City.

18. Adherence to Law

A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800-279C.870.

B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.

- C. As provided by ORS 279C.525, all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

19. Changes

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for and adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

20. Force Majeure

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

21. Nonwaiver

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

22. Warranties

All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession.

Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

23. Attorney's Fees

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

24. Governing Law

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

25. Conflict Between Terms

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

26. Indemnification

Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

27. Insurance

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

The policy or policies of insurance maintained by the Contractor and its subcontractors shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance:** Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability

(including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Employer's Liability Insurance

- \$ 2,000,000.00 Each Occurrence
- \$ 2,000,000.00 Disease Each Employee
- \$ 2,000,000.00 Disease – Policy

Commercial General Liability insurance

- \$ 2,000,000.00 Each Occurrence Limit
- \$ 3,000,000.00 General Aggregate
- \$ 3,000,000.00 Products/Completed Operations Aggregate
- \$ 3,000,000.00 Personal and Advertising Injury
- \$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

- \$ 2,000,000.00 Each Occurrence Combined Single Limit
- \$ 3,000,000.00 Aggregate Bodily Injury & Property Damage

or

- \$ 2,000,000.00 Each Person Bodily Injury
- \$ 2,000,000.00 Each Occurrence Bodily Injury
- \$ 2,000,000.00 Each Occurrence Property Damage
- \$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

"All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the project.

The policy shall be endorsed to have the General Aggregate apply to this Project Only.

- B. Additional Insured Provision: The City of Milwaukie, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.

- C. Insurance Carrier Rating: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for 2015 SSMP Slurry Seal CIP-2015-S04. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.

- E. Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.
- F. Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability, policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie	
Attn: Finance	Business Phone: 503-786-7555
10722 SE Main Street	Business Fax: 503-653-2444
Milwaukie, Oregon 97222	Email Address: finance@milwaukieoregon.gov

Such policies or certificates must be delivered prior to commencement of the work. Ten days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

28. Method and Place of Giving Notice, Submitting Bills and Making Payments

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by email. Notices, bills and payments sent by mail should be addressed as follows:

City of Milwaukie	Intermountain Slurry Seal, Inc:
Attn: Accounts Payable	Attn: Marc Thoreson
10722 SE Main Street Milwaukie, Oregon 97222	Address: 1120 Terminal Way Reno, NV 98502
Phone: 503-786-7523	Phone: 775-355-5237
Fax 503-786-7528	Fax: 775-355-3458
Email Address: ap@milwaukieoregon.gov	Email Address: Marc.Thoreson@gcinc.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

29. Hazardous Materials

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

30. Hazardous Waste

If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

31. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

32. **Complete Agreement**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, duly passed at the regular meeting held on the 16th day of June, 2015, and the Contractor has executed this agreement on the date herein above first written.

CITY OF MILWAUKIE

Bill Monahan
Signature

Bill Monahan, City Manager
Printed Name & Title

6/19/15
Date

CONTRACTOR Intermountain Slurry Seal, Inc.

Kathleen Schreckengost
Signature

Kathleen Schreckengost, Vice President
Printed Name & Title

5/29/15
Date



Bond No.: 82382538

Performance Bond

2015 SSMP Slurry Seal
CIP-2015-S04

KNOW ALL MEN BY THESE PRESENTS, that we,

Intermountain Slurry Seal, Inc.

(Official Name & Form of Organization)

Whose address is: 1005 Terminal Way, Suite 220

(Street Address)

Sparks

(City)

Nevada

(State)

89502

(Zip)

as Principal, and,

Federal Insurance Company

(Name of Surety)

15 Mountain View Road

(Street Address of Surety)

Warren

(City)

New Jersey

(State)

07059

(Zip)

Scott Bishop

(Print - Agent / Contact Name)

908-903-3451

(Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Hundred Two Thousand Five Hundred Forty Two and No /100 DOLLARS (\$ 102,542.00),
(The Bare Contract Price, Both in Words & Figures)

lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

Executed in 1 Counterpart

TERMS AND CONDITIONS

On the 21st day of May, 2015,

Intermountain Slurry Seal, Inc.

(Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligee the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligee, but shall terminate on acceptance by Obligee.

The total amount of the Surety's liability to Obligee under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in
Watsonville, CA, ~~Oregon~~, this 21st day of May, 2015.



Intermountain Slurry Seal, Inc.
Contractor

By: [Signature]
Principal Signature

Kathleen Schreckengost, Vice President
Principal Printed Name

Witnesses:
[Signature]
[Signature]

Federal Insurance Company
Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

By: [Signature]
Surety Attorney of Fact Ashley Stinson

Countersigned:
N/A
Resident Agent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

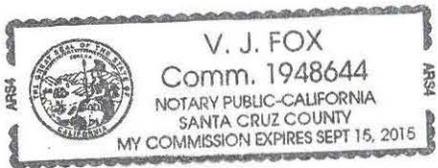
On May 21, 2015 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Ashley Stinson ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)
V.J. Fox, Notary Public



Bond No.: 82382538

Payment Bond

2015 SSMP Slurry Seal
CIP-2015-S04

KNOW ALL MEN BY THESE PRESENTS, that we,

Intermountain Slurry Seal, Inc.
(Official Name & Form of Organization)

Whose address is: 1005 Terminal Way, Suite 220
(Street Address)

Sparks Nevada 89502
(City) (State) (Zip)
as Principal, and,

Federal Insurance Company
(Name of Surety)

15 Mountain View Road Warren New Jersey 07059
(Street Address of Surety) (City) (State) (Zip)

Scott Bishop 908-903-3451
(Print - Agent / Contact Name) (Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

One Hundred Two Thousand Five Hundred Forty Two and No /100 DOLLARS (\$ 102,542.00),
(The Bare Contract Price, Both in Words & Figures)

lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

TERMS AND CONDITIONS

On the 21st day of May, 2015.

Intermountain Slurry Seal, Inc.

(Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statues, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in
Watsonville, CA , ~~Oregon~~, this 21st day of May 2015.



Witnesses:

[Handwritten Signature]
[Handwritten Signature]

Intermountain Slurry Seal, Inc.

Contractor

By: [Handwritten Signature]
Principal Signature

Kathleen Schreckengost, Vice President

Principal Printed Name

Federal Insurance Company

Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

By: [Handwritten Signature]
Surety Attorney of Fact Ashley Stinson

Countersigned:

N/A
Resident Agent

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On May 21, 2015 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *[Handwritten Signature]* (Seal)
V.J. Fox, Notary Public



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jigisha Desai, John D. Gilliland, Catherine Gustavson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse** of Watsonville, California

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball bonds) given or executed in the course of business on behalf **GRANITE CONSTRUCTION INCORPORATED** and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **18th** day of **July, 2014**.

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **18th** day of **July, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with **David B. Norris, Jr.**, and knows him to be Vice President of said Companies; and that the signature of **David B. Norris, Jr.**, subscribed to said Power of Attorney is in the genuine handwriting of **David B. Norris, Jr.**, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any 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 Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **May 21, 2015**



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3556 e-mail: surety@ chubb.com



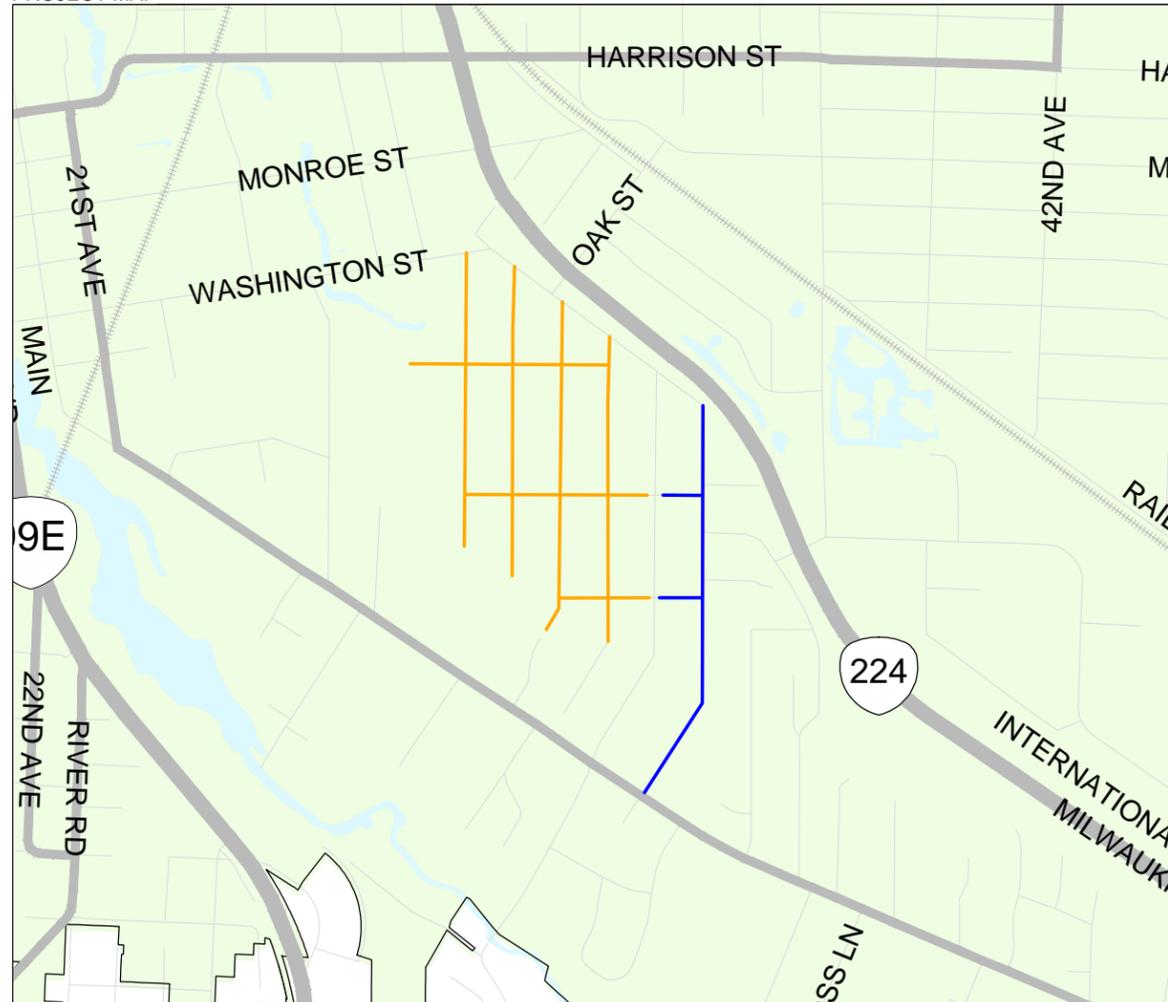
2015 Slurry Seal

CITY OF MILWAUKIE, OREGON

2015 SSMP Slurry Seal

CIP-2015-S04

PROJECT MAP



PROJECT MAP
Scale: 1" = 500'

PROJECT DESCRIPTION

The project consists of the placement of 35,607 square yards (with the potential addition of 10,356 square yards) of emulsified asphalt slurry seal and performance of such additional and incidental work as called for by the Contract Documents.

PROJECT MANAGER

Name: Chrissy Dawson
 Title: Engineering Technician II
 Phone Number: (503) 786-7610
 Cell Number: (971) 255-7477
 Email Address: dawsonc@milwaukieoregon.gov

PROJECT INSPECTOR

Name: Alex Roller
 Title: Engineering Technician I
 Phone Number: (503) 786-7695
 Cell Number: (503) 502-6570
 Email Address: rollera@milwaukieoregon.gov

MILWAUKIE OPERATIONS

Name: Emergency On-Call
 Phone Number: (503) 348-8833

PORTLAND GENERAL ELECTRIC

Name: Toby Anderson
 Phone Number (Emergency): (503) 464-7777
 Phone Number (Service): (503) 736-8280

NORTHWEST NATURAL

Name: Jodi Wright
 Phone Number: 503-367-4984

CENTURY LINK

Name: Kenneth Sciulli
 Phone Number: (503) 242-0304

COMCAST

Name: Kenneth Wills
 Phone Number: (503) 596-3767

CITY OF MILWAUKIE
ENGINEERING DEPARTMENT
 6101 SE JOHNSON CREEK BLVD
 MILWAUKIE, OR 97206
 PHONE (503) 786-7600
 FAX (503) 774-8236

BID SET

SHEET NO.	DESCRIPTION
G-001	GENERAL REQUIREMENTS & TRAFFIC CONTROL NOTES
G-002	ESPC REQUIREMENTS NOTES
G-003	AREA DETAIL

Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through 952-001-0090. You may obtain copies of the rules by calling the Oregon Utility Notification Center at 503-232-1987.



GENERAL NOTES

1. THE LOCATION AND DESCRIPTION OF UTILITIES SHOWN ARE COMPILED FROM AVAILABLE RECORDS AND FIELD SURVEYS. THE CITY AND UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY NOR THE COMPLETENESS OF SUCH RECORDS.
2. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THESE REQUIREMENTS ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0100.
3. UTILITY LOCATIONS SHALL BE VERIFIED BY OREGON UTILITIES NOTIFICATION CENTER IMMEDIATELY PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING UTILITY LOCATE MARKINGS FOR THE DURATION OF THE PROJECT.
4. CONTRACTOR SHALL COMPLY WITH CITY OF MILWAUKIE PUBLIC WORKS STANDARDS REVISED FEBRUARY 4, 2015 IN ITS ENTIRETY.
5. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH CITY OF MILWAUKIE PUBLIC WORKS STANDARDS AND THE PROJECT CONTRACT SPECIAL PROVISIONS.
6. PROVISIONS SHALL BE MADE BY THE CONTRACTOR TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. THE UTILITY OWNER SHALL BE NOTIFIED IN THE EVENT OF DAMAGE. REPAIRS WILL BE MADE AT THE CONTRACTOR'S EXPENSE.
7. FOR ANY EXISTING UNDERGROUND UTILITY CONFLICTING WITH THE PROPOSED WORK DESCRIBED HEREIN, CONTRACTOR SHALL COORDINATE PROTECTION OR RELOCATION WITH UTILITY COMPANY.
8. CONTRACTOR SHALL INSTALL, UTILIZE, AND MAINTAIN EROSION PREVENTION AND SEDIMENT CONTROL DEVICES IN THE WORK AREA AS DESCRIBED ON SHEET G-002.
9. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN PRIOR TO START OF WORK. CONTRACTOR TO INSTALL, MAINTAIN, AND REMOVE TRAFFIC CONTROL DEVICES AS NEEDED OR DIRECTED.
10. CONTRACTOR SHALL NOT REMOVE ANY STREET SIGNAGE WITHOUT PRIOR CITY APPROVAL.
11. CONTRACTOR SHALL REPLACE DAMAGED OR REMOVED PAVEMENT MARKINGS UPON COMPLETION OF FINAL PAVING.
12. IT IS THE OBLIGATION OF THE CONTRACTOR TO OBTAIN WRITTEN APPROVAL FROM PRIVATE PROPERTY OWNERS FOR USE OF PRIVATE PROPERTY FOR CONSTRUCTION STAGING AND TO RESTORE PRIVATE PROPERTY TO A CONDITION SATISFACTORY TO PROPERTY OWNER UPON COMPLETION OF THE PROJECT. THE CITY REQUIRES A COPY OF ANY WRITTEN AGREEMENT.

TRAFFIC CONTROL REQUIREMENTS NOTES

1. ALL TRAFFIC CONTROL MEASURES SHALL CONFORM WITH THE 2009 EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. CONTRACTOR SHALL INSTALL AND MAINTAIN ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH MUTCD THROUGHOUT THE DURATION OF CONSTRUCTION.
3. ALL TRAVEL LANES, STREETS, DRIVEWAYS, AND POINTS OF ACCESS SHALL BE OPENED TO VEHICULAR TRAFFIC AT THE END OF EACH WORK DAY.
4. CONTRACTOR SHALL PROVIDE VEHICULAR ACCESS TO SIDE STREETS AND DRIVEWAYS TO THE EXTENT PRACTICABLE. WHEN VEHICULAR ACCESS CANNOT BE PROVIDED, THE CONTRACTOR WILL NOTIFY THE AFFECTED BUSINESS / PROPERTY OWNER OF THE DATE AND DURATION OF THE INTERRUPTION, 24 HOURS IN ADVANCE OF THE CLOSURE.
5. TRAFFIC CONTROL SIGNS SHALL BE SIZED IN ACCORDANCE WITH CONVENTIONAL ROADWAY STANDARDS OF THE MUTCD.
6. TRAFFIC CONTROL SIGNS SHALL BE SPACED A MINIMUM 100 FEET FROM CONSTRUCTION ZONE LIMITS AND OTHER SIGNS.
7. LANE SHIFTING AND MERGER TAPERS SHALL HAVE A LENGTH NECESSARY TO ACCOMMODATE 25 MPH VEHICULAR SPEEDS.
8. THE MINIMUM VEHICLE TRAVEL LANE WIDTH SHALL BE A 10-FOOT CLEAR DISTANCE PERPENDICULAR TO THE DIRECTION OF TRAVEL .
9. CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN FOR SLURRY SEAL WORK AT THE PRE-CONSTRUCTION MEETING.
10. WORK AT SIGNALIZED INTERSECTIONS REQUIRES FLAGGERS TO BE STATIONED AT EACH LEG OF THE INTERSECTION AND THE TRAFFIC SIGNAL TURNED OFF. CONTACT CLACKAMAS COUNTY AT 503 650-3735 TO SCHEDULE SIGNAL SHUT DOWNS.

NO.	DATE	BY	REVISIONS

AJR 3/11/2015
DESIGNED DATE
AJR 3/11/2015
DRAFTED DATE
CLD 4/6/2015
CHECKED DATE
BSA 4/8/2015
APPROVED DATE



MILWAUKIE
Dogwood City of the West

6101 SE JOHNSON CREEK BLVD.
MILWAUKIE, OR 97206

PHONE: 503-786-7600
FAX: 503-774-8236

2015 SSMP Slurry Seal
CIP-2015-S04
General Requirements and Traffic Control Notes

ESPC REQUIREMENTS NOTES

1. ALL EROSION PREVENTION MEASURES SHALL BE IN PLACE, FUNCTIONAL, AND APPROVED IN ACCORDANCE WITH THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL SOIL EROSION AND SITE DRAINAGE FACILITIES SHALL BE MAINTAINED IN PROPER FUNCTIONING ORDER THROUGHOUT CONSTRUCTION.
2. ALTERNATIVE SEDIMENT CONTROLS MUST PROVIDE A DISCHARGE THAT IS CLEAN AND FREE OF SEDIMENT, SURFACTANTS, AND OTHER POLLUTANTS PRIOR TO ENTERING INTO THE STORM SYSTEM. APPROVAL OF ALTERNATIVE SEDIMENT CONTROLS BY THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER IS REQUIRED PRIOR TO INSTALLATION.
3. WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES SHALL BE DEVELOPED, MAINTAINED, AND IMPLEMENTED ON THE CONSTRUCTION SITE.
4. GRAVEL CONSTRUCTION ENTRANCES MUST BE INSTALLED AT THE START OF CONSTRUCTION ACTIVITIES TO PREVENT TRACKING OF DIRT AND DEBRIS. UPON INSTALLATION OF GRAVEL CONSTRUCTION ENTRANCES, THE INITIAL ECS INSPECTION MAY BE PERFORMED.
5. DUMPING OR DISPOSAL OF SPOIL MATERIALS INTO ANY STREAM CORRIDOR, WETLANDS, SURFACE WATERS OR ON ANY PUBLIC OR PRIVATE PROPERTY NOT SPECIFIED FOR SAID PURPOSE IS PROHIBITED.
6. SEDIMENT AND POLLUTANTS SHALL NOT BE WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES. DRY SWEEPING SHALL BE IMPLEMENTED TO CLEAN UP CONSTRUCTION AREAS TO PREVENT RELEASE OF SEDIMENTS INTO THE STORM SYSTEM.
7. A SUMP BACKFILLED WITH DRAIN ROCK SHALL BE CONSTRUCTED FOR PUMPING SEDIMENT LADEN WATER THROUGH AN APPROVED SEDIMENT CONTROL BMP AND THEN DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA. DISCHARGE OVER A HARD IMPERVIOUS SURFACE, SUCH AS ASPHALT PAVEMENT, IS PROHIBITED.
8. DISPOSAL OF SEDIMENT LADEN WATER INTO THE WASTEWATER SYSTEM IS PROHIBITED, UNLESS PRIOR WRITTEN APPROVAL IS RECEIVED FROM THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP PRIOR TO DISPOSAL INTO THE WASTEWATER SYSTEM.
9. ALL CATCH BASIN LOCATIONS IDENTIFIED IN THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN SHALL HAVE SEDIMENT PREVENTION BMP'S INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SEDIMENT ACCUMULATION AT ANY BMP LOCATION SHALL NOT EXCEED 1" IN DEPTH. BMP'S INCLUDE SILT SACK INSERTS OR FILTER FABRIC PLACED UNDER CATCH BASIN GRATE.
10. SAWCUTTING SLURRY AND DEBRIS SHALL BE VACUUMED AND REMOVED FROM ALL IMPERVIOUS SURFACES. VACUUMED SAWCUTTING SLURRY SHALL BE PROPERLY DISPOSED OF AND NOT DISCHARGED INTO THE STORM SYSTEM.
11. WATER TIGHT TRUCKS SHALL BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE.
12. TEMPORARY STABILIZATION AND COVERING OF SOIL STOCKPILES SHALL OCCUR AT THE END OF EACH WORK DAY.
13. ALL TOXIC OR HAZARDOUS MATERIALS SHALL BE PROPERLY STORED, APPLIED, AND DISPOSED.
14. AN AREA SHALL BE DESIGNATED FOR WASHING OUT CONCRETE TRUCKS SUCH THAT RUNOFF FROM THE WASH DOES NOT ENTER THE STORM SYSTEM.
15. SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE SHALL NOT BE WASHED INTO THE STORM SYSTEM. SWEEPINGS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN THE TRASH.
16. PAVING IN WET WEATHER WHEN PAVING CHEMICALS CAN RUNOFF INTO THE STORM SYSTEM IS PROHIBITED.
17. CATCH BASINS, MANHOLES, AND OTHER DISCHARGE POINTS SHALL BE COVERED WHEN APPLYING PAVEMENT SURFACING MATERIALS TO PREVENT INTRODUCTION OF THESE MATERIALS INTO THE STORM SYSTEM.
18. TRACKING OF DIRT AND DEBRIS ONTO IMPERVIOUS SURFACES, SUCH AS STREETS AND PARKING LOTS, IS PROHIBITED. IMPERVIOUS SURFACES SHALL BE KEPT FREE OF DIRT AND DEBRIS AT THE END OF EACH WORK DAY OR SOONER IF IT CAN BE SPREAD BY TRAFFIC OR CAN ENTER THE STORM SYSTEM.
19. GRAVEL OR DIRT CURB RAMPS ARE PROHIBITED. ONLY WOOD STEP STYLE CURB RAMPS ARE ALLOWED.
20. UPON COMPLETION OF SITE RESTORATION AND APPROVAL FROM THE CITY OF MILWAUKIE ENGINEERING DIRECTOR, ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED.

NO.	DATE	BY	REVISIONS

AJR 3/11/2015
DESIGNED DATE

AJR 3/11/2015
DRAFTED DATE

CLD 4/6/2015
CHECKED DATE

BSA 4/8/2015
APPROVED DATE



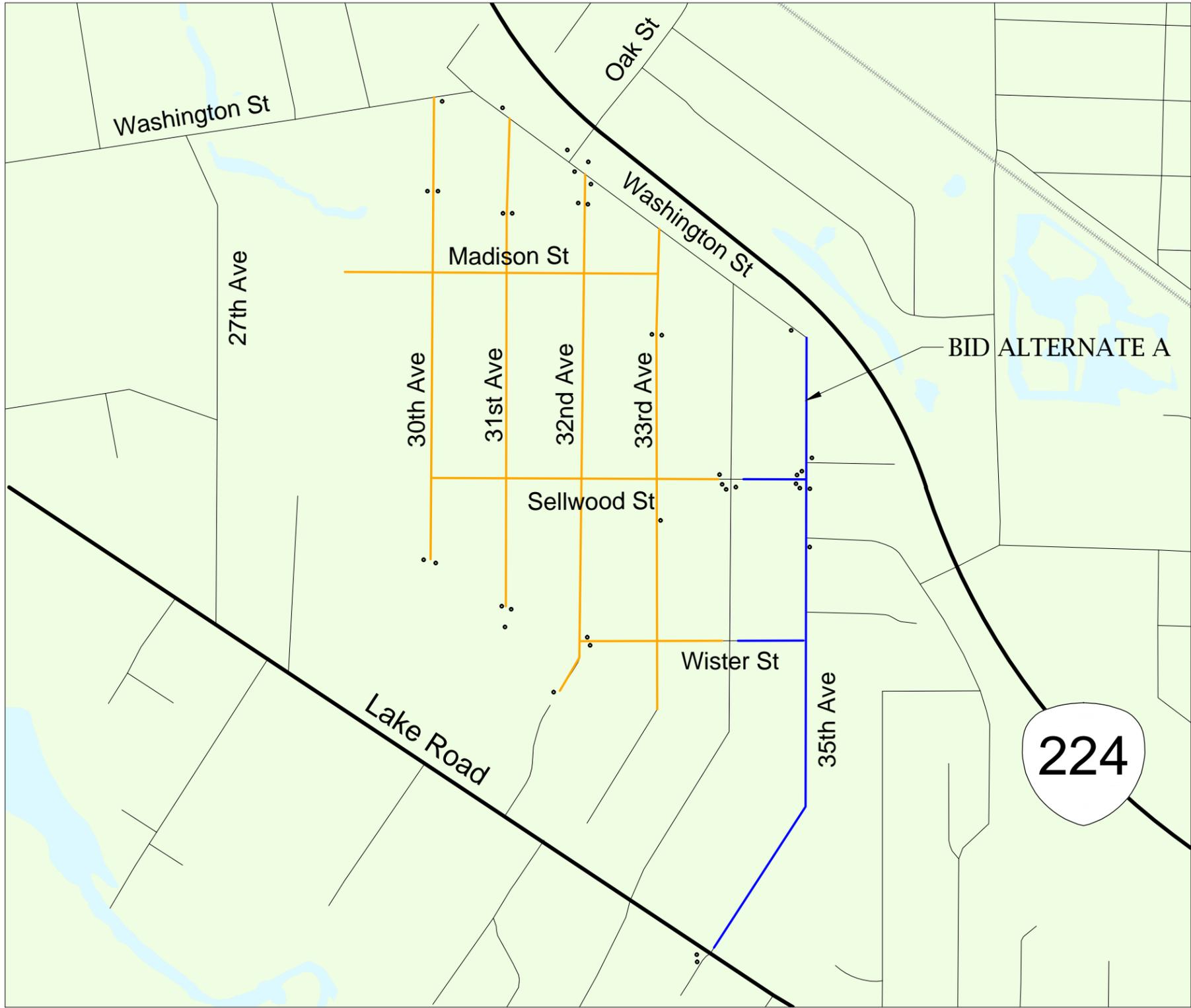
MILWAUKIE
Dogwood City of the West

6101 SE JOHNSON CREEK BLVD.
MILWAUKIE, OR 97206

PHONE: 503-786-7600
FAX: 503-774-8236

2015 SSMP Slurry Seal
CIP-2015-S04
ESPC Requirements Notes

2015 SSMP Slurry Seal CIP-2015-S04



Street Name	Square Yards
30th Avenue	5927
31st Avenue	6358
32nd Avenue	6460
33rd Avenue	7791
Madison Street	4253
Sellwood Street	3268
Wister Street	1550

Total: 35,607 sq yards



BID ALTERNATE A	
35th Avenue	8868
Sellwood Street	744
Wister Street	744

Total: 10,356 sq yards

• — GENERAL CATCH BASIN LOCATIONS

NO.	DATE	BY	REVISIONS

AJR 3/11/2015
DESIGNED DATE
AJR 3/11/2015
DRAFTED DATE
CLD 4/6/2015
CHECKED DATE
BSA 4/8/2015
APPROVED DATE



MILWAUKIE
Dogwood City of the West

6101 SE JOHNSON CREEK BLVD. MILWAUKIE, OR 97206
PHONE: 503-786-7600 FAX: 503-774-8236

2015 SSMP Slurry Seal
CIP-2015-S04
Area Detail



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 65-2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR 2015 SSMP SLURRY SEAL PROJECT (CIP-2015-S04) IN THE AMOUNT OF \$102,541.56.

WHEREAS, the Street Surface Maintenance Program was adopted January 2, 2007; and

WHEREAS, Slurry Sealing was identified as a preventative maintenance measure for streets; and

WHEREAS, a formal competitive bidding process following Chapter 30 of the City's Public Contracting Rules was conducted; and

WHEREAS, Intermountain Slurry Seal, Inc. is the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT RESOLVED that the City of Milwaukie authorizes the City Manager to sign a contract for the 2015 SSMP Slurry Seal Project in the amount of \$102,541.56 with Intermountain Slurry Seal, Inc.

Introduced and adopted by the City Council on June 16, 2015.

This resolution is effective on June 16, 2015.



Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder

City Attorney

INTERMOUNTAIN SLURRY SEAL INC
PO BOX 50085
WATSONVILLE CA 95077-5085

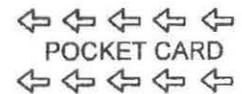
CCB LICENSE 147284

RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE RANGE: \$2,000,000 / \$5,000,000
P. CONT. STATUS: NONEXEMPT
RMI: GARY RUSSELL PRICE
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD

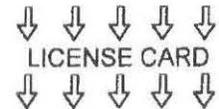
LICENSE NUMBER: 147284
EXPIRATION DATE: 03/20/2017
ENTITY TYPE: Corporation
ENDORSEMENT(S): Commercial General Contractor Level 1

INTERMOUNTAIN SLURRY SEAL INC
PO BOX 50085
WATSONVILLE CA 95077-5085



POCKET CARD

*fold and detach
along
perforation*



LICENSE CARD

**STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE**

LICENSE NUMBER: 147284

This document certifies that:

INTERMOUNTAIN SLURRY SEAL INC
PO BOX 50085
WATSONVILLE CA 95077-5085

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 03/20/2017
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE: \$2,000,000 / \$5,000,000
RMI: GARY RUSSELL PRICE
HOME INSPECTOR CERTIFIED: NO



CERTIFICATE OF LIABILITY INSURANCE

C2015-031

DATE (MM/DD/YYYY)
05/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER LIC #0G62759 Aon Risk Insurance Services West, Inc. 199 Fremont Street, Suite 1500 San Francisco, CA 94105	1-415-486-7000 CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED Intermountain Slurry Seal, Inc. P. O. Box 50085 Watsonville, CA 95077	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER B:</td> <td>CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	VALLEY FORGE INS CO	20508	INSURER B:	CONTINENTAL CAS CO	20443	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 43902675

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Hazards GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	GL 2074978689	10/01/12	10/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contractual <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BUA 2074978692	10/01/12	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			L2068209453	10/01/14	10/01/15	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 FOLLOW FORM \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 274978630 (CA) WC 274978644 (AOS)	10/01/12 10/01/12	10/01/15 10/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JOB#165100 CIP-2015-S04-2015 SSMP Slurry Seal

Insurance certificate pertaining to contract for 2013 Slurry Seal Project. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respect to this contract. This insurance is primary.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

CERTIFICATE HOLDER 1651 City of Milwaukie Attn: Finance 10722 SE Main Street Milwaukie, OR 97222 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Insurance Services West, Inc.
-------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/20/2015

NAME OF INSURED: Intermountain Slurry Seal, Inc.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.) The insurance afforded to the additional insured only applies to the extent permitted by law.

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf
 in the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.

2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an



additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

G-140331-C
(Ed. 10/10)

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Page 2 of 2

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the General Liability Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Waiver of Subrogation

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
PROJECTS WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Notice of Cancellation

In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This endorsement does not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice:

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

It is agreed that Part One – Workers Compensation Insurance G. Recovery From Others and Part Two – Employers Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Endorsement Effective: 10/01/12

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B
(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in item 3.A of the information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/12

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05
(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 10/1/12

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/12

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313
(Ed-4-84)

POLICY NUMBER: BUA2074978692
Granite Construction Incorporated
Effective 10-01-12

COMMERCIAL AUTO
CA2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

The coverage afforded to the additional insured shall operate as **primary insurance** only if the written contract requires that this insurance be primary. No other insurance maintained by the additional insured shall be called upon to contribute to a loss hereunder if the written contract requires that such other insurance shall be non-contributory.

The insurance afforded to the additional insured only applies to the extent permitted by law.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

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Page 1 of 1

Waiver of Subrogation

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason