AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgement of County Manager's Signature; Con

Action Requested:

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Please see the attached contract for acknowledgement of County Manager's Signature.

Fiscal Impact:

Submitted by: Josh Ost **Submitter's Email Address:** jost@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
NTE price of $53,760 included in 2018 adopted budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/8/2018

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 6/15/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/15/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/15/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/19/2018

Revised April 2015

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made this ___ day of _____, 2018, by and between INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming corporation, whose address is 585 West Beach Street, Watsonville, California 95077-5085 ("Contractor") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County").

WITNESSETH:

WHEREAS, Gunnison County desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the Multi-Agency *2018 Slurry Seal Project* ("Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage, supervise and perform the construction of that portion of the *2018 Slurry Seal Project* located in unincorporated Gunnison County, Colorado, to wit the Dos Rios area, South and East of County Road 38 as directed by Gunnison County according to the bid schedule and *Summary of Work* to include *Type II – Slurry Seal Specifications* attached hereto and incorporated herein by reference as Appendix "A". Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement shall be completed by **July 30, 2018** ("Completion Date"). The Completion Date may, at Gunnison County's sole discretion, be extended if approved by Gunnison County in writing. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, Gunnison County may deduct liquidated damages in the amount of $100.00 from the contract price per day for each day Contractor works beyond this date. It is understood by Contractor and Gunnison County that actual damages caused by Contractor's failure to

complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by Gunnison County as payment by Contractor of liquidated damages, and not as a penalty.

3. Strategic Result. Execution of this Agreement will assist the County with its 20 % of paved roads are seal coated annually (represents 100% of need based on 5 year cycle) strategy, as outlined in the Gunnison County Strategic Plan.

4. Compensation. Owner shall pay and Contractor shall receive the contract price of FIFTY THREE THOUSAND SEVEN HUNDRED SIXTY AND NO/100 U.S. DOLLARS ($53,760.00) as stipulated in the Notice of Award, attached to this contract as Exhibit A and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

5. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall submit bi-weekly progress reports to the Maintenance Supervisor or his designee showing actual costs incurred and work completed. Upon review and approval of the progress reports and draw requests by the Maintenance Supervisor or his designee, Gunnison County agrees to pay Contractor the amounts shown on all draw requests, minus a ten percent (10%) retainage, no later than the fifteenth (15th) business day following the date the draw request was submitted and approved. Payments may be withheld if:

A. Work is found defective and not remedied;

B. Contractor fails to meet schedules as agreed to, as may be amended by the actual construction commencement date.

C. Contractor does not make prompt and proper payments to subcontractors;

D. Contractor does not make prompt and proper payments for labor, materials, or equipment furnished;

E. Another contractor is damaged by an act for which Contractor is responsible;

F. Claims or liens are filed on the job; or

G. In the opinion of Gunnison County, Contractor's work is not progressing satisfactorily.

Gunnison County shall disburse the total retainage and the final draw request submitted by Contractor upon acceptance of the Project as described in Paragraph 15 below.

6. Independent Contractor. In carrying out its obligations and activities under this Agreement, Contractor is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Contractor does not have any authority to bind Gunnison County in any manner whatsoever.

Contractor acknowledges and agrees that Contractor is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Contractor is obligated to pay federal and state income tax on any moneys paid it related to the services.

7. Liability for Damages. Gunnison County its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the work or to any part of the work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the work, or placed on the worksite during the progress of the work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the work. Contractor shall indemnify Gunnison County, its officers, agents and employees, against all such injuries, damages and compensation arising or resulting from causes other than Gunnison County's neglect, or that of its officers, agents or employees.

8. No Waiver of Governmental Immunity. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

9. Inspection of Work and Materials.

A. Gunnison County Manager or his designee may appoint and employ such persons as may be necessary to act as inspectors or agents for the purpose of supervising in the interests of Gunnison County materials furnished and work done as the work progresses.

B. Gunnison County shall at all times have unrestricted access to all parts of the work and to other places where or in which the preparation of materials and other integral parts of the work are being carried on and conducted. Contractor shall fully cooperate with Gunnison County's staff and appointed inspectors during the course of the work.

C. Contractor shall provide all facilities and assistance required or requested to carry out the work of supervision and inspection by Gunnison County, including soil, concrete, hot mix asphalt and other material tests.

D. Inspection of the work by the above-mentioned authorities or their representatives shall in no manner be presumed to relieve in any degree the responsibility or obligations of Contractor.

E. No material of any kind shall be used in the work until it has been inspected and accepted by Gunnison County. All rejected materials shall be immediately removed from the premises. Any materials or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of materials shall be promptly made, and, where practicable, at the source of supply.

F. Whenever the specifications, the instructions of Gunnison County or the laws, ordinances or regulations of any public authority require work to be specially tested or approved, Contractor shall give Gunnison County timely notice of its readiness for inspection, and if the inspection is by another authority, of the date fixed for the inspection.

10. Insurance. Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required under this section and the insurance has been approved by Gunnison County Manager or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. The following insurance shall be required:

A. Commercial General Liability Insurance: At a minimum, combined single limits of $1,000,000 per occurrence and $1,0 00,000 for general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at $1,000,000 per occurrence.

B. Workers' Compensation and Employer's Liability: Workers' compensation insurance for all of Contractor's employees engaged in work at the site of the project including occupational disease coverage in accordance with scope and limits as required by the State of Colorado.

C. Comprehensive Automobile Liability Insurance: Including coverage for all owned, non-owned, and rented vehicles with $1,000,000 combined single limit for each occurrence.

Gunnison County shall be named as an additional insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Agreement. Certificates of insurance shall be issued prior to execution of the Notice to Proceed.

11. Performance Bond. To secure performance of Contractor's obligations under this Agreement, the Contractor shall provide Gunnison County with a Performance Bond in the

amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Performance Bond to Gunnison County for its review and approval. Gunnison County shall be authorized to draw upon the Performance Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by Gunnison County Manager. The Performance Bond shall be held by Gunnison County through the one-year warranty period specified in Paragraph 16 below.

12. Payment of Labor and Materials Bond. To secure performance of Contractor's obligations under this Agreement to its subcontractors and suppliers, Contractor shall provide Gunnison County with a Payment of Labor and Materials Bond in the amount of the full contract price. Prior to execution of this Agreement, the Contractor shall provide the form of the Payment of Labor and Materials Bond to Gunnison County for its review and approval. Gunnison County shall be authorized to draw upon the Payment of Labor and Materials Bond to correct any default by Contractor under this Agreement, which default shall be determined and substantiated by an Affidavit of Default signed by Gunnison County Manager. The Payment of Labor and Materials Bond shall be held by Gunnison County through the one-year warranty period specified in Paragraph 16 below.

13. Notice to Proceed. Notice to Proceed shall be issued within ten (10) calendar days of the execution of this Agreement by all parties. If Gunnison County fails to issue such Notice to Proceed within that time limit, Contractor may terminate the Agreement without further liability on the part of either party. Such notice of termination must be tendered in writing to Gunnison County. Additionally, the parties may mutually agree that the time for the Notice to Proceed may be extended.

14. Compliance with Laws. Contractor and every subcontractor or person doing or contracting to do any work contemplated by this contract shall keep himself or herself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of his or her contract or any extra work, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not the laws, ordinances or regulations are mentioned in this contract, and shall indemnify Gunnison County, its officers, agents and employees, against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

15. Certificates and Permits. Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by this Agreement or any part of this Agreement, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by this Agreement, and any extra work performed by Contractor.

16. Termination. Gunnison County may, at its sole discretion, terminate this Agreement without liability in the event that Contractor fails to provide the Performance Bond and/or Payment of Labor and Materials Bond, Certificates of Insurance required by Paragraph 10, or otherwise fails to meet the conditions precedent to issuance of the Notice to Proceed set

forth in Paragraph 13 above. Gunnison County may also, at its sole discretion, on one week's notice to Contractor, terminate this Agreement without liability before the completion date, and without prejudice to any other remedy Gunnison County may have, when Contractor defaults in the performance of any provision, or fails to carry out the construction of the Project in accordance with the provisions of this Agreement.

17. Substantial Completion/Acceptance. The date of substantial completion of the Project shall be a date mutually agreed upon by Gunnison County and Contractor. In the event that Gunnison County and Contractor do not reach an agreement as to the date of substantial completion, Gunnison County Council shall determine such date. Upon the date of substantial completion, Contractor or its engineer shall certify in writing that the improvements have been completed in conformance with the plans and specifications and submit to Gunnison County a completed acceptance checklist utilizing a form approved by Gunnison County. Thereafter, and within thirty (30) business days after a request for final inspection by Contractor, Gunnison County shall inspect the Project and notify Contractor in writing and with specificity of their conformity or lack thereof to the plans and specifications. Contractor shall make all corrections necessary to bring the Project into conformity with the plans and specifications. Once any and all corrections are completed, Gunnison County shall promptly notify Contractor in writing that the Project is in conformance with the approved plans and specifications, and the date of such notification shall be known as the Acceptance Date. The Acceptance Date shall coincide with the commencement of the one year warranty period described in Paragraph 18 below. Within thirty (30) days of the Acceptance Date, Gunnison County shall pay Contractor the amount shown on the final draw request; provided, however, that the amount of funds left from the contract price specified in the Notice of Award are sufficient to cover this amount.

18. Warranty. Contractor shall warrant any and all improvements constituting the Project constructed for Gunnison County pursuant to this Construction Agreement for a period of twelve (12) months from the Acceptance Date as set forth in Paragraph 17 herein. Specifically, but not by way of limitation, Contractor shall warrant that:

A. Any and all improvements constituting the Project shall be free from any security interest or other lien or encumbrance; and

B. Any and all improvements and structures so conveyed shall be free of any defects in materials or workmanship for a period of one (1) year, as stated above. Additionally, the culvert backfill, road base and paving shall be warranted for a period of 2 years from the time of final completion.

19. Corrections to Project. If, within one (1) year after the date of substantial completion, any of Contractor's work on the Project is found to be not in accordance with the standards set forth in the preceding Paragraph 18, Contractor shall, at Contractor's expense, correct it promptly after receipt of a written notice from Gunnison County to do so unless Gunnison County has previously accepted such condition. Such notice shall be either delivered personally or by overnight express courier, or sent by registered or certified mail, postage prepaid, return receipt requested, and must be received by Contractor as soon as practicable after

Gunnison County discovers the defect or the loss or damage caused by such defect, but in no event later than the date that the warranty given hereby expires.

20. Modifications. Gunnison County may modify this Agreement with respect to the arrangement, character, alignment, grade or size of the work or appurtenances whenever in its opinion it shall deem it necessary or advisable to do so. Contractor shall accept such modifications when ordered in writing by Gunnison County Manager or his designee. Any such modifications shall not subject Contractor to increased expense without equitable compensation, which compensation may be approved by Gunnison County pursuant to its Purchasing Policy. If any modification results in a decrease in the cost of work involved, an equitable deduction from the contract price shall be made. These deductions shall be determined by Gunnison County Manager or his designee. The determination of any such additional compensation or deduction shall be based on the bids submitted and accepted. No modifications in the work shown on the plans and described in the specifications shall be made, unless the nature and extent of the modifications has first been certified by Gunnison County in writing and sent to Contractor.

21. Attorneys' Fees; Survival; Costs of Collection. Should this Agreement become the subject of legal action to resolve a claim of default in performance by any party, including the collection of past due amounts, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement.

23. Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning party.

24. Amendment. This Agreement shall not be amended, except by subsequent written agreement of the parties.

25. Entire Agreement. This Agreement, along with the *Summary of Work* and *Type II – Slurry Seal Specifications* attached hereto as Appendix "A", constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

26. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

27. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

28. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

29. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Gunnison County: Marlene Crosby, Public Works Director
195 Basin Park Drive
Gunnison, CO 81230

If to Contractor: Intermountain Slurry Seal, Inc.
PO Box 50085
Watsonville, CA 95077-5085

30. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

31. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

WHEREFORE, the parties hereto have executed duplicate originals of this Construction Agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
~~Phil Chamberland, Chairperson~~
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

INTERMOUNTAIN SLURRY SEAL, INC.,
a Wyoming corporation

By: _____

ATTEST:

Ashley M. Stinson / Vice President
Secretary

SECTION 01010
SUMMARY OF WORK

1.00 GENERAL

1.01 The work covered within this section is for slurry sealing of selected ~~City of~~ Gunnison, Town of Mt ~~Crested Butte~~ and Gunnison County roads as identified in these documents and confirmed at the pre-construction meeting.

City of Gunnison – Southwest portion of City streets from South Main to 9th Street and Tomichi Avenue to Rio Grande.

Gunnison County - Dos Rios area. South and west of County Road 38.

Town of Mt. Crested Butte - Sections of Gothic Road from Town entrance to approximately Cinnamon Mountain Road.

1.02 Contractor's Responsibilities

A. Supervision - The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means and methods, techniques, and procedures of construction. The CONTRACTOR will employ and maintain on the work a qualified Supervisor or Superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site. The Supervisor shall have full authority to act on behalf of the CONTRACTOR, and all communications given to the Supervisor shall be as binding as if given to the CONTRACTOR. The Supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. The Supervisor shall not be changed except with the consent of the ENGINEER, unless the Supervisor has proven to be unsatisfactory to the CONTRACTOR and ceases to be in his employ.

B. Subcontracting

1. The CONTRACTOR may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

2. The CONTRACTOR shall not award work to Subcontractor(s) in excess of seventy (70%) percent of the Contract Price without prior written approval of the OWNER (Town of Saguache).

3. The CONTRACTOR shall be fully responsible for the acts and omissions of his Subcontractors, and or persons either directly or indirectly employed by them.

APPENDIX A

4. The CONTRACTOR shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the CONTRACTOR.

5. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the OWNER.

C. Safety and Protection

1. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   -- The General Public.

   -- All employees on the work and other persons who may be affected thereby;

2. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property.

D. Contractor's Use of Premises

1. The CONTRACTOR shall not enter upon private property, outside of the established easements or work limits for this project, for any purpose without first obtaining written permission from the owner. A copy of the document giving CONTRACTOR permission to enter private property along with all terms of the agreement shall be transmitted to the OWNER prior to entering property.

2. The CONTRACTOR shall be responsible for all traffic control and traffic related safety for the video inspection work.

End of Section

Type II - SLURRY SEAL SPECIFICATIONS – (3% Latex)

DESCRIPTION

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to completely place and complete a type 2 Slurry Seal application to Town roads. Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material - The emulsified asphalt shall conform to the requirements of ASTM Specification for quick set CQS-1hL(3% SBR latex modified). Emulsion rate shall be 16-20% by weight to dry aggregate weight and shall be determined by a laboratory approved mix design formula. Residual asphalt shall be 10-16% of dry aggregate by weight.

CQS-1h3L shall be an emulsified mixture of *straight-run vacuum tower bottoms asphalt*, synthetic SBR polymer dispersion, emulsifiers and water. The emulsion shall contain a minimum of three percent (3%) styrene butadiene rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a slurry seal machine. The emulsion, standing undisturbed for 48 hours will show milky white on top as evidence that the emulsion contains SBR polymer dispersion. The emulsified asphalt shall conform to the following specifications:

Test on Emulsion	Minimum	Maximum	Test Method
Viscosity, Say bolt Furol, 77 F,s	20	100	ASTM D244
Storage Stability Test, 24-h,%(a)		1	ASTM D6930
Particle Charge Test	Positive		ASTM D244
Sieve Test, %(a)		0.1	ASTM D6933
Distillation: (b)			
Residue, %	60		ASTM D6997
Polymer:			
Polymer content, % polymer solids based on asphalt solids	1.0		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Test on Residue from 325 F hot plate evaporation test (Colorado DOT CP_L2212*) b			
Penetration, 77 F, 100g,5s	40	90	ASTM D5
Ductility, 77 F, 5 cm/min,cm	40		ASTM D13
Solubility in Trichloroethylene, %	97.5		ASTM D2042
Elastic Recover, 77 F, 10cm,1h,%	40		ASTM D5976

a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
b) Distillation to 260°C (T-59 §11 to 15) shall be the reference method for percent residue. Residue by hot plate evaporation at 163°C (CP-L2212 modified to a maximum temperature of 325°F) shall be the reference method to obtain material for tests on residue. Residue from distillation shall not be used for tests on residue due to polymer degradation at 260°C. Colorado DOT Procedure CP-L 2212* modified to a 163°C maximum temperature may be used for acceptance testing of percent residue.
c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado Department of Transportation test procedures.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines or approved equal. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color and clean and free from organic matter, other deleterious substances and clay balls.
Oversized granular material and/or presence of clay balls will require the project to be stopped. Gradation shall meet the following requirements:

Gradation Table – Aggregate (percent passing)

Sieve Size	Type I	Type II	Tolerance
3/8	100	100	+ or - 5%
No. 4	100	90-100	+ or - 5%
No. 8	90-100	65-90	+ or - 5%
No. 16	65-90	45-70	+ or - 5%
No. 30	40-65	30-50	+ or - 5%
No. 50	25-42	18-30	+ or - 4%
No. 100	16-30	10-21	+ or - 3%
No. 200	10-20	5-15	+ or - 2%

If oversize material is present, screening through a ¼" screen will be required prior to delivery to the slurry machine.
If clay balls are present, the aggregate may not be used.

- Resistance to Degradation (ASTM C131grading D) 20% maximum loss
- Soundness of Aggregate (ASTM C88) 15% maximum loss
- Sand Equivalent Value (ASTM D2419A) 50 minimum
- LA Abrasion (AASHTO T96) 20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product. Filler shall be of the specific type specified in the mix design.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The manufacturer of the polymer modified emulsion shall develop the job mix formula and present certified test results for the Contractor's approval. Compatibility of the aggregate and modified CQS-1HL shall be certified by the emulsion manufacturer. The mix design shall be in accordance with the ISSA
TB-1 00 Wet Track Abrasion Loss, Six Day Soak with a maximum loss of 75 grams/sf. The emulsion supplier shall also provide a base line of emulsion to the owner for testing of latex percentages. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft² (807 g/m²)

ISSA TB-109	Sand Adhesion by wheel tester	**50 g/ft² Maximum**
ISSA TB-105	Asphalt Content (based on dry aggregate)	10.0 to 16.0%
Trial Mix Characteristics		
ISSA TEST NO.	**DESCRIPTION**	**SPECIFICATION**
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7 ISSA TB-113/3.8	Set Time at 77°F Displacement Clear blot	30 minutes maximum 30 minutes maximum
Cured Trial Mix Evaluation (24hr -77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test - modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 minimum 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

Residual Asphalt	9% to 10% by dry weight of aggregate
Emulsion Content	14% to 16%
Mineral Filler .	5% to 1% by dry weight of aggregate
Polymer Based Modifier	Shall be a minimum of 3% solids content
Water (Potable)	As required to provide proper consistency
Application Rate (average)	12-16 lbs. per square yard (Type I) 16-20 lbs. per square yard (Type II)

Equipment: The material shall be mixed by either a truck mounted or self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing used able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The

emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No "burlap" will be permitted to be drug behind the squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates.
The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork. All valve and manhole covers shall be protected from slurry application.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas which are damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at his expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Notification: All homeowners and businesses affected by the paving shall be notified 24 hours in advance of the surfacing. Suitable tow-away signs may be posted prior to the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be in a form of written posting, stating the time and date that the surfacing will take place. Street postings shall be performed by the contractor. Website and newspaper notifications, if required, will be made by the owner(s).

Traffic Control: Suitable methods shall be used by the contractor to protect the Slurry Seal from damage from all types of vehicular traffic. Opening to traffic does not constitute acceptance of the work. The Project Manager shall be notified of the methods to be used. In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the Slurry Seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a Slurry Seal.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.
All valve and manhole lids/covers shall be left as clean after the project as when the project work started. Any and all valve/manhole lids/covers that become "stuck" because of slurry application shall be made operational and clean by the contractor prior to final payment.

Payment: The Slurry Seal shall be measured and paid for by the square yards on the work completed and accepted by the buyer. The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

PAY ITEM	PAY UNIT
Slurry Seal	S.Y

Bond No.: 106895471

PERFORMANCE BOND
(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL BY THESE PRESENTS, That we, **Intermountain Slurry Seal, Inc.** as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto County of Gunnison , as Obligee, in the sum of Fifty Three Thousand Seven Hundred Sixty Dollars and 00/100 ($53,760.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee dated for **2018 Slurry Seal Project** ("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void; otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligee to be in default under the Contract for failing to perform the Construction Work; and Obligee has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Construction Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligee and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or (b) Deny liability in whole or in part and notify the Obligee citing reasons therefor.

4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligee pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligee, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts properly paid by Obligee to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work.

5. Any suit by Obligee under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to

Executed in 2 Counterparts

comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work.

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligee.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this June 4, 2018

INTERMOUNTAIN SLURRY SEAL INC
CORPORATE SEAL
April 23, 1982
WYOMING

Intermountain Slurry Seal, Inc.

By: _____
Ashley M. Stinson, Vice President

Travelers Casualty and Surety Company of America

By: _____
Isabel Barron , Attorney-in-Fact

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 June 4, 2018 before me, Sumi Sohn-Rigler, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

SUMI SOHN-RIGLER
Commission # 2093167
Notary Public - California
Santa Cruz County
My Comm. Expires Oct 19, 2018

Signature _____ (Seal)
Sumi Sohn-Rigler, Notary Public

Bond No.: 106895471

PAYMENT BOND
(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOW ALL BY THESE PRESENTS, That we, **Intermountain Slurry Seal, Inc.**, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto County of Gunnison , as Obligee, in the sum of Fifty Three Thousand Seven Hundred Sixty Dollars and 00/100 ($53,760.00)
for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated , for **2018 Slurry Seal Project**
("Contract").

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Obligee having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.

2. Principal and Surety hereby jointly and severally agree with Obligee that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon; provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

   a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made; and

   b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

Executed in 2 Counterparts

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this June 4, 2018

Intermountain Slurry Seal, Inc.

By: _____
Ashley M. Stinson, Vice President

Travelers Casualty and Surety Company of America

By: _____
Isabel Barron , Attorney-in-Fact

INTERMOUNTAIN SLURRY SEAL, INC.
CORPORATE SEAL
April 23, 1982
WYOMING

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 June 4, 2018 before me, Sumi Sohn-Rigler, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
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.

SUMI SOHN-RIGLER
Commission # 2093167
Notary Public - California
Santa Cruz County
My Comm. Expires Oct 19, 2018

Signature _____ **(Seal)**
Sumi Sohn-Rigler, Notary Public

TRAVELERS

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

Attorney-In-Fact No. **232494**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron,** of the City of **Watsonville,** State of **California,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2018

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 have ADDITIONAL INSURED provisions or 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 #0C36861 1-415-403-1491
Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco, CA 94111

CONTACT NAME: Kimberly Leikam
PHONE (A/C, No, Ext): 415-403-1491 FAX (A/C, No): 415-874-4818
E-MAIL ADDRESS: kleikam@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: VALLEY FORGE INS CO	20508
INSURER B: TRANSPORTATION INS CO	20494
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Intermountain Slurry Seal, Inc.
585 West Beach Street
Watsonville, CA 95076

COVERAGES **CERTIFICATE NUMBER:** 52979524 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL 2074978689	10/01/16	10/01/18	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X Contractual Liability						MED EXP (Any one person)	$ Nil
	X XCU Hazards						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BUA2074978692	10/01/16	10/01/18	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Contractual							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC274978644 (AOS/Stop Gap)	10/01/17	10/01/18	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A	X	WC274978630 (CA)	10/01/17	10/01/18	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH)		X	WC274978661 (MT,WI,HI)	10/01/17	10/01/18	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC274978658 (NY)	10/01/17	10/01/18	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

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

Job #:804817 - 2018 Slurry Seal Project
Gunnison County is named additional insured per the attached forms.

GL Per ISO Form CG0001 10/01; AL Per ISO Form CA0001 10/13

CERTIFICATE HOLDER

1650 804817
Gunnison County
195 Basin Park Drive
Gunnison , CO 81230
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

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/01/2018

NAME OF INSURED: Intermountain Slurry Seal, Inc.

SUPP (10/00)

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS – WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

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 the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
   - **b.** "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. If the "written contract" specifically requires you to provide additional insurance coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01), or via the 10/01 edition of CG2037 (aka CG 20 37 10 01), or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
   - **a.** The maximum permitted by law;
   - **b.** That required by the "written contract";
   - **c.** That described in **B.1.** above; or
   - **d.** That afforded to you under this policy,

   whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or

POLICY #: GL2074978689
EFFECTIVE: 10/01/2016

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any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

5. 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.4.** 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."

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.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Waiver of Transfer of Rights of Recovery Against Others to Us

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Under SECTION **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS, The Transfer Of Rights Of Recovery Against Others To Us Condition is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

This endorsement is part of your policy and takes effect on the effective date of your policy, unless another effective date is shown below.

Must Be Completed	
ENDT. NO.	POLICY NO.
26	GL 2074978689

Complete Only When This Endorsement Is Not Prepared with the Policy Or Is Not to be Effective with the Policy	
ISSUED TO:	EFFECTIVE DATE OF THIS ENDORSEMENT:
Granite Construction Incorporated	10/01/16

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):
Any construction project as required by a written contract or agreement that was executed prior to the date of loss.
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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Granite Construction Incorporated

Endorsement Effective Date: 10/01/2016

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: BUA2074978692
Endorsement No:
Effective Date: 10/01/2016

Insured Name: Granite Construction Incorporated

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS- CALIFORNIA

This endorsement changes the policy to which it is attached.

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.)

PREMIUM CHARGE –n/a

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is n/a_____%.

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 : Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.**

WC43 03 05 (Ed 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

All Other States where allowed (except CA, TX, UT)

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

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver

WC00 03 13 (Ed 4-84)

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 10/01/2017

WC274978644	Valley Forge Insurance Company
WC274978658	Transportation Insurance Company
WC274978661	Transportation Insurance Company
WC 274978630	Valley Forge Insurance Company