

CITY OF COLUSA



REQUEST FOR PROPOSAL

ASPHALT RUBBER CHIP SEAL WITH A TYPE II SLURRY SEAL (CAPE), MULTIPLE ROADWAYS

Release Date:	04/04/2024
Submittal Date:	05/23/2024
Contact Person:	Jesse Cain, City Manager

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I. INTRODUCTION

a. Description of The City of Colusa

Located in the Sacramento Valley, approximately 65 miles north of Sacramento and 45 miles south of Chico, the City of Colusa is primarily an agricultural community. Colusa is along the Sacramento River and sits on Highway 20/45, 24 miles west of Yuba City and nine miles east of Williams. Incorporated as a general law city in 1868, the City is the Colusa County seat. The City of Colusa serves a population of approximately 6,411. The City covers about 3.42 square miles, with the planning area covering 10 square miles. The City maintains 35.37 centerline miles of roads.

The City is a full-service city that operates under the council/manager form of government, providing the following: Police; Fire; Streets and Drainage; Water; Parks; Buildings and Grounds; Recreation and Swimming Pool; Sewer; and General Administrative Services. Engineering and legal services are provided to the City on a contract basis.

The City Council meets the first and third Tuesday of every month at 6:00 p.m. at City Hall, 425 Webster Street, Colusa, CA 95932.

b. Purpose of RFP

The City of Colusa is seeking proposals for the repaving project to enhance our community's infrastructure and ensure safe and efficient transportation for residents and visitors alike. Our primary goal is to revitalize the roadways, addressing any existing deterioration and improving overall quality and durability. By investing in repaving, we aim to enhance the aesthetic appeal of our city while also prioritizing the safety and convenience of pedestrians, cyclists, and motorists. This project aligns with our commitment to fostering sustainable growth and maintaining the high standards of living that define Colusa. We invite qualified contractors to submit proposals that reflect innovative approaches, cost-effectiveness, and a dedication to excellence in construction and project management. Period of Performance is June 15, 2024 – September 30, 2024.

II. Nature of Services Required

A) SCOPE OF SERVICES REQUIRED

GENERAL

This project shall consist of a bituminous surface Stress Absorbing Membrane (SAM) composed of a single application of Asphalt-Rubber material and hot pre-coated 3/8" aggregate. Pre-maintenance (crack sealing and patching) of the existing pavement surface will be recommended by the Contractor and approved by the Engineer.

This specification requires the application of a specified blend of asphalt-rubber binder material (i.e. a field blend product). This specification expressly determines that the asphalt-rubber binder material specified herein (i.e. a field blend product) and modified binder, rubber modified asphalt or PG 76-22TR (i.e. terminal blend products) are sufficiently different such that they are not functionally equivalent. Therefore, any substitutions for the asphalt-rubber binder material specified herein, such as rubber modified asphalt binder (i.e. a terminal blend product) will not be accepted.

1. MATERIAL COMPONENTS

1.1 ASPHALT CEMENT

The type and grade of PG asphalt cement utilized to manufacture the Asphalt Rubber binder shall be PG 58-22, PG 64-16, or PG 70-10 which shall comply with requirements in Table #1.

Table #1 – PG Asphalt Cement Grading Requirements

Climate	PG Grading
Cold	PG 58-22
Moderate	PG 64-16
Hot	PG 70-10

- *The exact grade of PG asphalt cement, if different than PG 64-16, shall be determined by the Asphalt Rubber supplier dependent on the specific project requirements.*

1.2 GRANULATED RECLAIMED TIRE RUBBER

The CRM shall be produced primarily from the processing of whole automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only. The gradation of the CRM when tested in accordance with ASTM C-136 (dry sieve only) and using a 100-gram sample, shall meet the requirements in Table #2.

Table #2 - CRM Grading Requirements

Sieve Size	Reclaimed Tire CRM Percent Passing
#8 (2.36 mm)	100
#10 (2 mm)	95 - 100
#16 (1.18 mm)	45 - 75
#20 (mm)	---
#30 (600 mm)	2 - 20
#50 (300 mm)	0 - 10
#200 (75 mm)	---

The use of CRM from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual CRM particles, irrespective of diameter, shall not be greater in length than 3/16 of an inch (5mm).

The CRM shall have a specific gravity of 1.15 ± 0.05 as determined by, and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent the rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement. The CRM shall be accepted by certification from the approved supplier. The Reclaimed Tire CRM material shall conform to the chemical analysis in Table # 3.

Table #3 - Reclaimed Tire CRM Chemical Requirements

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D 297	6.0 %	16.0 %
Ash Content	D 297	----	8.0 %
Carbon Black Content	D 297	28.0 %	38.0 %
Rubber Hydrocarbon	D 297	42.0 %	65.0 %
Natural Rubber Content	D 297	22.0 %	39.0 %

Note: All reclaimed tire rubber CRM shall be certified to have originated in California, and the CRM material will also be certified to have been processed in California, through invoice and bill of lading.

1.3 ASPHALT RUBBER BINDER

The temperature of the blended PG asphalt cement shall not be less than 375° F nor more than 450° F when the CRM is homogenously blended, in the field. The combined materials shall be reacted for a minimum of 45 minutes after the incorporation of all the CRM. The Asphalt Rubber binder shall meet the requirements in Table #4, when the reaction/interaction is complete.

Table #4 - Specification Limits for (Asphalt Rubber Binder)

Apparent viscosity, 375° F, centipoises (ASTM D7741)	Min	1500
	Max	3500

Cone Penetration, 77° F (25° C), 150g, 5 sec; 1/10 dm (ASTM D217)	Min Max	25 60
Softening Point, °F (° C) (ASTM D36)	Min Max	131° F (55° C) 190° F (88° C)
Resilience, 77° F (25° C), % rebound (ASTM D5329)	Min Max	18 50

The viscosity shall be conducted by using a hand-held HAAKE VISCOMETER, with rotor 1, 24mm in depth x 53mm in height, or equivalent. When applying Asphalt Rubber, the reacted Asphalt Rubber binder shall be maintained at a temperature of not less than 375° F and no more than 425° F. If material in a batch of Asphalt Rubber binder is not used within six hours after the reaction period is complete, heating of the material shall be discontinued. When applying Asphalt Rubber, if the Asphalt Rubber binder temperature cools below 300° F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed two (2). The binder materials shall be uniformly reheated to a temperature of not less than 320° F for application. Additional scrap tire CRM may be added to the reheated Asphalt Rubber binder and reacted for a minimum of 45 minutes and shall not exceed 10 percent of the total binder weight. Reheated Asphalt Rubber binder shall conform to the requirements for blended Asphalt Rubber binder.

1.4 ASPHALT RUBBER BINDER FORMULATION

The Asphalt Rubber binder supplier, shall furnish to the Engineer within 15 days of the notice to proceed, the Asphalt Rubber binder formulations which shall contain the following information:

PG Asphalt Cement

Source of PG Asphalt

Grade of PG Asphalt

Percentage of PG Asphalt by total weight of the Asphalt Rubber mixture

Reclaimed Tire Rubber (CRM)

Source of CRM

Grade of CRM

Percentage of CRM by total weight of the Asphalt Rubber mixture

1.5 AGGREGATE COVER MATERIAL

Aggregate shall be composed of clean and durable crushed rock or crushed gravel conforming to the following requirements:

Proposed aggregate samples shall be submitted to the Asphalt Rubber supplier prior to the preparation of the Vialit Test to test the aggregate for stripping characteristics. All testing results shall be submitted to the project engineer.

If the aggregate is to be crushed stone, it shall be manufactured from sound, hard, durable material of accepted quality and crushed to specification size. All strata, streaks and pockets of clay, dirt, sandstone, soft rock or other unsuitable material accompanying the sound rock shall be discarded and not allowed to enter the crusher.

If the aggregate material is to be crushed gravel, it shall consist of hard, durable fragments of stone or gravel of accepted quality and crushed to specification size. All strata, streaks, pockets of sand, excessively fine gravel, clay or other unsuitable material including all stones, rocks and boulders of inferior quality shall be discarded and not allowed to enter the crusher. The crushing of the gravel shall separate the #4-, 3/8- and 1/2-inch sieves and shall have a minimum of 95% of the particles with a minimum of one mechanically fractured face and 90% of the particles shall have a minimum of two mechanically fractured faces.

The crushed aggregate or crushed gravel shall not contain more than 8% by weight of flat or elongated pieces and shall be free from wood, roots and vegetable or other organic extraneous matter. The 3/8-inch crushed aggregate or crushed gravel shall have a minimum Cleanness Value (CV) of 80 and shall have a percentage of wear not more than 7 percent at 100 revolutions and not more than 30 percent at 500 revolutions, as determined by ASTM C131 or California Test Method 211.

The crushed aggregate for Asphalt Rubber binder applications shall meet the requirements for gradation given in Table 5.

If the aggregate material is to be from Recycled Asphalt Pavement (RAP) it shall be produced by crushing asphalt concrete pavement, free of detrimental quantities of deleterious materials, and have a minimum sand equivalent of 80 when tested in accordance with California Test 217. Grading shall conform to the requirements shown in Table 5.

Table 5 - Aggregate Gradation Requirements –Asphalt Rubber

3/8-inch Asphalt Rubber Aggregate Gradation

Sieve Size	Percent Passing
1/2 inch (12 mm)	95-100
3/8 inch (9 mm)	70 – 85
1/4 inch (4.75 mm)	0 – 15
#8 (2.36 mm)	0 – 5
#200 (75 mm)	0 – 1
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The aggregate to be utilized shall be hot pre-coated with 0.5 to 0.7 percent PG asphalt cement. The Engineer shall determine the appropriate amount of pre-coat. At no time shall the bag house fines be allowed to be reintroduced back into the hot coated aggregate. The pre-coated aggregate shall have a “salt and pepper” appearance and shall be supplied to the project site at 225° F to 325° F. When Recycled Asphalt Pavement (RAP) is used as aggregate, it shall not be preheated or precoated with asphalt.

1.6 Method for Vialit Test Concerning Aggregate Retention for Chip Seal Design

European Standard EN12272-3, as modified for hot spray applied rubberized/polymer chip seal binders.

Scope

This method is an indicator of aggregate retention for hot applied chip seal, pavement preservation surface treatments.

Summary of Method

Hot applied, modified binder materials are applied at 79 grams (.42 gal/sy) to standard size, clean and dry, stainless-steel plates. Exactly one hundred (100) washed and graded aggregate particles are embedded into the required binder type. The sample is allowed to cure under specified conditions. Following this cure, the individual plates are conditioned at three different temperatures for 30 minutes. Then a 500-gram steel ball is dropped three (3) times from a distance of 50 cm (20 inches) onto the inverted stainless-steel plates. The results are recorded at percent aggregate retention with 90% retention being the minimum allowable value.

Steps for Modified Test Method

- 1) Hot asphalt cement/modified binder is pre-heated to approximate application temperature (330° F (165° C) to 375° F (190° C)).
- 2) Tare weight of plate is recorded.
 - 2b) Individual plates are pre-heated in an oven to a minimum of 330° F (165° C).
 - 2c) 79 grams of asphalt cement/modified binder applied to each plate.
 - 2d) Plates are returned to the 330° F (165° C) minimum temperature oven for 15 minutes.
 - 2e) Plates are removed from the oven and placed on a warm hotplate and the binder is spread and smoothed with a hot blade.
 - 2f) Application weight is verified and adjusted as needed.
 - 2g) 100 particles of washed and graded aggregate, meeting the project specification requirements, are applied in a 10 x 10 matrix, with the plate still on the warm hotplate.
 - 2h) ~~OBJ:~~ Three (3) plates are prepared for each combination of binder and aggregate.
- 3) Plates are again returned to the 330° F (165° C) minimum temperature oven for 15 minutes.
- 4) ~~OBJ:~~ Plates are removed from the oven and allowed to cool at room temperature for four to six hours.
 - 4a) ~~OBJ:~~ Once the room temperature cure is complete, individual plates are conditioned for 30 minutes at each of the following temperatures: 41° F (5° C), 14° F (-10° C) and -8° F (-22° C).
- 5) After the 500-gram steel ball has been dropped three times on each of the three samples, report the number of stones attached as percent aggregate retention at test temperature.

Purpose of Vialit Aggregate Retention Test

It should be the contractor/agencies responsibility as partners to construct a quality pavement preservation chip seal project. There needs to be insurance that good adhesion occurs between binder and aggregate, at the time of placement. The Vialit Retention Test provides a method to assess the active adhesivity of the binder and the aggregate being utilized in conditions, which simulate actual project variables and environment.

2 EQUIPMENT

GENERAL

The equipment used by the contractor for pavement cleaning and excess aggregate removal shall include operational top dumping pick-up brooms.

2.1 ASPHALT RUBBER EQUIPMENT

All equipment utilized in the production and application of AR binder material shall be described as follows:

- a) A PG asphalt cement heating tank with a hot oil heat transfer system or a retort heating system capable of heating the PG asphalt cement to the proper temperature for blending with the CRM.
- b) An Asphalt Rubber mechanical blender shall have a two-stage continuous mixing process capable of producing a homogenous blend of PG asphalt cement and CRM, at the mix design specified ratios, as directed by the engineer. The mechanical blender shall be equipped with a granulated rubber feed system capable of supplying the PG asphalt cement feed system, so as not to interrupt the continuity of the blending process. The maximum capacity of the primary blending vessel shall be 500 gallons. Both the primary and secondary blenders shall be equipped with an agitation device orientated vertically in the blending vessel. The mechanical blender shall be capable of fully blending the individual modifier particles (CRM) with the PG asphalt cement. A separate PG asphalt cement feed pump and finished product pump are required. This unit shall have a PG asphalt cement totalizing meter in gallons and a flow rate meter in gallons per minute.
- c) A distributor truck equipped with a heating unit, and an internal mixing device capable of maintaining a uniform mixture of PG asphalt cement and CRM. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Asphalt Rubber binder material within a 5% tolerance of the specified application rate and must achieve a uniform covering of the surface to be treated. The distributor shall have a boot board on the vehicle's rear and a bootman shall accompany it. The bootman shall ride in a position so that all the spray bar tips are in full view and readily assessable for unplugging, if a plugged tip should occur. The distributor truck shall also require a thermometer and a computer rate control (CRC)

2.2 AGGREGATE COVER MATERIAL SPREADER

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the pre-coated aggregate to the front, and a full width spreading hopper. The spreader shall be in good mechanical condition and capable of applying the cover aggregate uniformly across the spread width and at the specified application rate, and heat-treated belts should be installed on the chip spreader.

2.3 ROLLING EQUIPMENT

Sufficient rollers shall be used to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the aggregate spreader as the aggregate is being placed. Three (3) complete passes with the pneumatic tire rollers shall be made. The pneumatic-tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a minimum pressure of 90 pounds per square inch in each tire. Foam filled tires can be utilized.

2.4 HAULING EQUIPMENT

Trucks for hauling the pre-coated cover aggregate shall be tailgate discharge and shall be equipped with a device to lock onto the hitch of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short of a bed which results in aggregate spillage while dumping into the receiving hopper.

3. CONSTRUCTION METHODS

3.1 GENERAL

Immediately prior to the application of the Asphalt Rubber binder chip seal application, the surface shall be clean to insure adequate adhesion of the Asphalt Rubber to the existing pavement surface.

3.2 WEATHER CONDITIONS

Asphalt Rubber binder material shall be applied only when the existing surface is dry, and the atmospheric temperature is at least 65° F and rising. No material shall be applied when predicted chance of rain is higher than 75 % or when the wind is more than 20 mph, as directed by the Engineer.

3.3 ASPHALT RUBBER BINDER - MIXING AND REACTION

Concerning the Asphalt Rubber binder, the percentage of Reclaimed Tire Rubber CRM shall be a minimum of 18 percent by weight of the total Asphalt Rubber mixture; the exact CRM content shall be determined by the binder design submitted by the Asphalt Rubber supplier. During Asphalt Rubber binder manufacture the CRM percentage shall not fluctuate by more than 1 (one) percent by weight of total Asphalt Rubber mixture, as determined by the original laboratory binder design.

The temperature of the PG asphalt cement shall be between 375° F and 450° F at the addition of the CRM. The PG asphalt cement, CRM shall be combined and mixed together in the Asphalt Rubber binder and reacted in the distributor truck or a reaction vessel for a minimum period of 45 minutes from the time the CRM is blended with the PG asphalt cement. The temperature of the Asphalt Rubber binder shall be above 375° F during the reaction period but shall not exceed 425° F at any time.

When a job delay occurs after full reaction, the Asphalt Rubber binder may be allowed to cool. For application, the Asphalt Rubber binder shall be re-heated slowly just prior to application to a temperature between 375° F and 425° F. An additional quantity of PG asphalt cement and/or CRM may be added to only to Asphalt Rubber binder as required to produce a material with the appropriate viscosity.

3.4 APPLICATION OF ASPHALT RUBBER BINDER

Placement of the Asphalt Rubber shall proceed only under the following conditions:

- a) The atmospheric temperature shall be at least 65° F and rising.
- b) The atmospheric temperature shall not exceed 105° F.
- c) The pavement surface temperature shall be at least 65° F and rising.
- d) The pavement surface is clean and dry.
- e) The wind conditions do not exceed 20 mph.
- f) All construction equipment such as the Asphalt-Rubber distributor, aggregate spreader, haul trucks loaded with cover material, rollers and brooms are ready to commence placement operations.
- g) Chance of rain does not exceed 75%.

Asphalt Rubber binder shall be applied to the roadway following the mixing, reacting and blending of Asphalt Rubber binder at a rate of 0.55 to 0.65 gallons per square yard.

Distributor bar height, tip size, distribution, speed and shielding materials shall be utilized to reduce the effects of excess wind upon the spray distribution (fan), of each binder. The Engineer shall delay or reschedule work when high gusting or dusty winds in excess of 20 mph prevent or adversely affect binder or aggregate application.

The application of Asphalt Rubber binder to areas not accessible with the distributor bar on the distributor truck shall be accomplished by using a squeegee or other means approved by the Engineer.

The contractor shall comply with all Federal, State and Local environmental laws, regulations and ordinances.

3.5 APPLICATION OF AGGREGATE COVER MATERIAL

The 3/8-inch cover material shall be applied immediately onto the Asphalt Rubber membrane at a rate of 28 to 32 pounds per square yard. The actual rate selected within this range will be determined in the field based on the appearance of the Asphalt Rubber chip seal after initial rolling.

At the time of application, the temperature of the aggregate shall range from 225° F to 325° F. If Recycled Asphalt Pavement (RAP) is used as aggregate, this does not apply.

3.6 ROLLING

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader (chip-box) as the aggregate is being placed. If the spreading is stopped for an extended period, the cover material spreader (chip-box) shall be moved ahead or off the chip seal surface so that all cover material may be immediately rolled. Three complete passes shall be made with the pneumatic rollers. If a steel wheel roller is used, the pneumatic tire rollers shall be operated in front of the steel wheel roller.

3.7 SWEEPING

Sweeping shall be a multi-step operation following final rolling of the aggregate. Mechanical pickup brooms shall be used to remove loose material without dislodging the aggregate set in the Asphalt-Rubber. The initial sweeping shall be performed within one-hour from the start of the Asphalt-Rubber Chip Seal placement.

The Asphalt-Rubber Chip Seal placement shall be maintained free of loose screenings for at least two working days after placement. During this period, the surface shall be swept as necessary to remove any loose cover material as directed by the Engineer. Final sweeping shall be completed, and all loose aggregate shall be removed prior to acceptance. The sweeping operations shall be accomplished with the use of nylon gutter brooms. The number of sweepers shall be determined by the amount of production for the day. One operational sweeper shall be working for every 10,000 square yards of chip seal placed for the day. Therefore, if a contractor is intending to perform 30,000 square yards per day, a minimum of 3 operated sweepers shall be used throughout the construction process.

Immediately upon opening the street to traffic, the Contractor shall start removing loose aggregate from parkways, sidewalks, and intersecting streets. Both operations shall continue until all excess or loose aggregate is removed from the roadway surface and abutting adjacent areas.

3.8 TRAFFIC CONTROL

The hauling equipment's speed shall not exceed 15 miles per hour when traveling over a membrane that has not had enough time to properly set. All barricades, signage and traffic control procedures for the traveling public shall follow current MUTCD (Manual on Uniform Traffic Control devices) standards.

4) METHOD OF MEASUREMENT

Asphalt Rubber Binder

The Asphalt Rubber binder shall be measured by the square yard at the specified application rate for Asphalt Rubber binder and approved by the Engineer.

Cover Aggregate Material

The quantity of the cover aggregate material shall be measured by the square yard and approved by the Engineer.

5. BASIS OF PAYMENT

Payment shall be made at the contract unit price per square yard for Asphalt Rubber binder application and the cover aggregate material per square yard.

These prices shall be full compensation for furnishing all materials and for all preparation, hauling and application of the materials, including labor, equipment, tools and incidentals necessary to complete the item.

6. SLURRY SEAL CAPE

Before using this specification, the user must reduce the aggregate types listed under 5.02 (c) to only one. Type II may be used for parking lots, streets, and arterials. Type III is used for arterials and highways.

SCOPE

Slurry Seal shall consist of mixing asphalt emulsion, aggregate, and

water and spreading the mixture on a surfacing or pavement where shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

MATERIALS

The materials for slurry seal immediately prior to mixing shall conform to the following requirements:

(a) Asphalt Emulsion

Asphalt emulsion shall be a cationic quick-setting type conforming to the requirements for PMCQS-1H grade under Caltrans Standard Specifications 2010, Section 94, Table 4, requirements for "Quick Setting Asphalt Emulsion".

(b) Water

Water shall be potable, free of harmful salts and shall be of such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

(c) Aggregate

Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. Recycled Asphalt Pavement (RAP) may be substituted for crushed stone or crushed gravel. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed with no rounded particles. The percentage composition by weight of the aggregate shall conform to one of the following gradings:

SIEVE SIZES	TYPE II	TYPE III
3/8"	100	100
No. 4	90-100	70-90
No. 8	65-90	45-70
No. 16	40-70	28-50
No. 30	25-50	19-34
No. 200	5-15	5-15
Theoretical asphalt	7.5-13.5	6.5-12

content, % dry aggregate		
Approx. application rate (pound per square yard)	12-18	15-25

The aggregate shall also conform to the following quality requirements:

TESTS	CALIF. TEST	ASTM TEST	REQUIREMENTS
Sand Equivalent	217	D2419	55 Min.

PROPORTIONING

Asphalt emulsion shall be added at a rate of from 12 to 18%. A job mix design shall be submitted by the Contractor for approval by the Engineer that conforms to the specification limits, and that is suitable for the traffic, climate conditions, curing conditions and final use.

The Slurry Seal mixture shall be proportioned by the operation of a single start/stop switch or lever which automatically sequences the introduction of aggregate, emulsified asphalt, admixtures, if used, and water to the pugmill.

Calibrated flowmeters shall be provided to measure both the addition of water and liquid admixtures to the pugmill. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.

Water, and retarder if used, shall be added to ensure proper workability and (a) permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement without the occurrence of bleeding, raveling, separation or other distress; and (b) prevent development of bleeding, raveling, separation or other distress within seven (7) days after placing the slurry seal.

Uniformity of distribution of asphalt will be determined by extraction tests in accordance with California Test 310. The average bitumen ratio (pounds of asphalt per 100 pounds of dry aggregates) shall not vary more than five (5) percent above or below the amount designated by the Engineer. This requirement shall apply to samples taken from any location or operation designated by the Engineer.

MIXING The Slurry Seal shall be mixed in a self-propelled mixing machine equipped with a continuous flow pugmill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and admixtures to a double shafted, multiblade pugmill mixer capable of minimum speeds of 200 revolutions per minute.

A minimum of two mixing machines shall be maintained on each project of a 10 cubic yard or larger capacity. The slurry seal retention time in the pugmill shall be less than three seconds. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls.

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each material control device shall be calibrated, properly marked, preset and lockable at the Engineer's direction. The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide a water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of a mineral filler, if used, at the same time and location that the aggregate is fed.

SPREADING

EQUIPMENT

The slurry mixture shall be uniformly spread by means of a controlled spreader box. The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent loss of slurry from the box and the box shall have baffles, or other suitable means, to insure uniform application on super-elevated sections and shoulder slopes.

The rear flexible strike-off blade shall make close contact with the pavement and shall be capable of being adjusted to the various crown shapes so as to apply a uniform seal coat.

Slurry mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods.

PLACING

The slurry seal shall not be placed if either the pavement or the air temperature is below 55°F and falling but may be applied when both the air

and pavement temperature is 50°F or above and rising. The mixture shall not be applied if high relative humidity prolongs the curing beyond a reasonable time.

Before placing the slurry seal, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt, and all other extraneous material.

Prior to 48 hours (about 2 days) before beginning slurry seal operations, the contractor shall notify all **residents, businesses and agencies by an approved written notice detailing streets and limits of work to** be done and the hours of work. The contractor shall also state 48 hours all streets that are to be worked upon with temporary "No Parking - Tow Away" signs at 100-foot intervals. These signs shall also state the day of the week and hours of no parking.

Immediately before commencing the slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same workday.

Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface will not be permitted. The mixture shall be uniform and homogeneous after spreading on the surface and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the slurry seal from damage from traffic until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of the vehicles.

MEASUREMENT (BY SQUARE YARD)

Slurry seals will be measured and paid for by the square yard for the actual surface area covered.

PAYMENT (BY SQUARE YARD)

The contract price paid per square yard for slurry seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing the slurry seal complete in place, including cleaning the surface and protecting the slurry seal until it has set, all as shown on the plans, as specified in these specifications and as directed by the Engineer

III. Implementation Schedule

a) Contractor Selection Schedule

- Request for proposals issued: April 04, 2024
- Deadline for RFP Clarifications/Questions: April 25, 2024
- Due date for proposals: May 23, 2024, at 4:30 PM
- Committee review completed: May 28, 2024
- City council contact approval: June 4, 2024
- Commence services: ASAP

IV. Submittal Information

A) Contents of Proposal

The quote, at a minimum, will include the following:

- 1) Cover Letter and company background and qualifications.
- 2) Client References
- 3) Detailed Quotation outlining the work scope, including all labor and materials to perform the work.
- 4) Names and licenses of any subcontractors to be utilized.
- 5) Contractor and all subcontractor's DIR numbers.

B) DELIVERY OF PROPOSALS

Proposals must be submitted in a sealed envelope plainly marked on its outside with "Asphalt Rubber Chip Seal 2024." Proposals shall be received until 4:30 pm local time on 05/9/2024 at the City of Colusa Office, 425 Webster Street, Colusa, CA 95932.

Mr. Jesse Cain, City Manager
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Colusa, CA 95932
citymanager@cityofcolusa.com
530.458.4941, extension 105

All proposals received by **4:30 p.m. on Thursday 5/09/ 2024** will be given equal consideration. Minority, women-owned and disadvantaged business enterprises are encouraged to apply. Respondents must submit one PDF copy of the proposal.

Facsimiles will not be accepted. Proposals received after the stated date and time, or at a different location, will not be accepted for consideration.

C) RFP Clarifications and Questions

Questions regarding this request for proposal shall be addressed to:

Ms. Sadie Ash, Grant Writer & Admin
707.217.6504
grantwriter@cityofcolusa.com

The consultant may ask for clarifications of the RFP by submitting written questions to the City of Colusa contact identified above. Questions regarding this RFP must be submitted no later than April 25, 2024.

V. Evaluation and Selection Process

The City will evaluate all quotes received by the deadline. The City contemplates awarding the project to the lowest responsive bidder.

The City of Colusa exercises its discretion in selecting a contractor or individual that presents the quote that, in sole judgment of the City, best serves the interest of the City. The City reserves the right to waive minor irregularities in any quote, reject any quote that fails to meet the quote requirements in any respect, to reject all quotes for any reason or to cancel in part or in its entirety the Request for Quotes.

VI. Contract

PUBLIC WORKS AGREEMENT FOR

THIS AGREEMENT (herein "Agreement"), is made and entered into this day of _____, 20__ by and between the CITY OF COLUSA, a municipal corporation, (herein "City") and _____ (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. City requires the construction of _____, as set forth more fully in this Agreement. Contractor has represented to City that Contractor is qualified to perform said work and has submitted a proposal to City for same.

B. City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services - In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 Documents Included in Contract - This contract consists of the Request For Proposal, bid documents (hereinafter "Proposal"), Proposal Schedule, Designation of Subcontractors, Noncollusion Affidavit, Certification of Principal, Specifications, Plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Supplemental Information, Guarantee, Tax Identification Form and any and all schedules and attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law - All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments - Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 1.4.

1.5 Familiarity with Work - By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such

fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Standard of Performance – Contractor, its subcontractors and their employees, in the performance of Contractor’s work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor’s field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard: Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City’s right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

1.7 Care of Work - The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties - Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

1.9 Additional Services - City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 2.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

1.10 Prevailing Wage Laws - In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. Seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum - For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of _____ Dollars (\$ _____ .00) (herein "Contract Sum"), except as provided in Section 1.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor

and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety percent (90%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining ten percent (10%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence - Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance - Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", , and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

3.3 Force Majuere - The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 Term - Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. COORDINATION OF WORK

4.1 Representative of Contractor - The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized

to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 Contract Officer - The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Assignment - The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 Independent Contractor - Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any

way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work - Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

4.6 Utility Relocation - City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 **Trenches or Excavations** - Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance - The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
()	Comprehensive General Liability Insurance (including premises and operations)	\$2,000,000 per occurrence combined single limit
()	Contractual Liability Insurance	\$2,000,000 limit
()	Products Liability Insurance	\$2,000,000 per occurrence combined single limit
()	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$2,000,000 per occurrence combined single limit
()	Errors and Omissions Insurance (providing for a one year discovery period)	\$2,000,000 limit
()	Workers' Compensation/Employers' Liability Insurance	\$2,000,000 per occurrence

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Colusa, 401 E. Chapman Ave., Colusa, California 92870.

Any insurance maintained by the City of Colusa shall apply in excess of and not combined with insurance provided by this policy.

The City of Colusa, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives

documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification - Contractor shall indemnify the City of Colusa, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the willful misconduct of the City, its officers, agents or employees, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.

(d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

5.3 Labor and Materials and Performance Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety - Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class

VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities - Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 Reports - Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records - Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents - All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or

materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law - This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Colusa, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes - In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds - Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

7.4 Waiver - No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default

must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action - In addition to any other rights or remedies, either party may take legal action, law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages - Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or "Schedule of Performance" (Exhibit B). The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination for Default of Contractor - If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 Nonliability of City Officers and Employees - No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest - The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination - Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no

discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Notice - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Colusa
425 Webster Street
Colusa, California 95932
Attn.:

To Contractor:

9.2 Interpretation - The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Hiring of Illegal Aliens Prohibited - Contractor shall not hire or employ any person to perform work within the City of Colusa or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

Unfair Business Practices Claims - In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

9.7 Corporate Authority - The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 **Independent Contractor** - The Contractor is and shall at all times remain as to the City, a wholly independent contractor. Neither the City, nor any of their officer, employees or agents shall have control over the conduct of the Contractor or any of the Contractors' officers, employees or agents, except as herein set forth. The Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City, nor shall City officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

9.9 **Legal Responsibilities** - The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.10 **Termination for Convenience** – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supercede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:
a municipal corporation

CITY OF COLUSA,

By: _____
City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

City Attorney

CONTRACTOR:

By: _____
(Print)

By: _____
(Print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

Page 1 of 2
(Use of City Bond Form is Required)

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, 20__ referred to and made a part hereof for and all appurtenant work in accordance

with
PROJECT NO. _____, which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Colusa, as Oblige, in the sum of

Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way 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 agreement or to the work or to the specifications.

Page 2 of 2

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal) _____
Principal

By _____

Title

(Corporate Seal) _____
Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

Page 1 of 2

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Colusa (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Colusa, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

Page 2 of 2

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal) _____
Principal

By _____

Title

(Corporate Seal) _____
Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

Page 1 of 1

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address: _____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

Page 1 of 1

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Colusa) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Colusa and/or the Colusa Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF COLUSA FINANCE DEPARTMENT
401 E. Chapman
Colusa, CA 92870

Exempt: Yes ___ No ___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF W.C. EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

GUARANTEE

TO THE CITY OF COLUSA PROJECT NO.

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned (“Guarantor”) has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ (“the work”).

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City’s sole election: 1) reimburse the City, upon written demand, for all of the City’s expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor’s failure or refusal.

Guarantor

Date:

Contractor:

By:

Title:

Page 1 of 1

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Colusa a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Colusa or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Colusa, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Colusa any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Colusa either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding

upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm

(Signature)

Street

(Print Name & Title)

City

State

Zip

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Performance

VII. Attachments

City of Colusa, Ashphalt Ruber Project Phase 1 - Street List

Street Name	Section ID From	To
SIOC ST.	20 10TH ST.	9TH ST.
2ND ST.	130 LOUIS LN.	LARSEN LN.
SIOC ST.	10 13TH ST.	12TH ST.
SIOC ST.	110 1ST ST.	BRIDGE ST.
LOUIS LN.	30 2ND ST.	WESCOTT RD.
SIOC ST.	100 2ND ST.	1ST ST.
CAHIL CIR.	10 3RD ST.	CUL-DE-SAC
FLORIMOND DR, W	10 3RD ST.	WESCOTT RD.
LARSEN LN.	10 3RD ST.	PARKVIEW CIR.
LOUIS LN.	20 3RD ST.	2ND ST.
NAVAJO AVE.	20 3RD ST.	YOSEMITE WAY
SIOC ST.	90 3RD ST.	2ND ST.
ALLEN CIR.	10 3RD ST. (N)	3RD ST. (S)
SIOC ST.	80 4TH ST.	3RD ST.
SIOC ST.	70 5TH ST.	4TH ST.
SIOC ST.	60 6TH ST.	5TH ST.
SIOC ST.	50 7TH ST.	6TH ST.
SIOC ST.	40 8TH ST.	7TH ST.
JANICE DR.	10 3RD ST.	END, EAST
SIOC ST.	30 9TH ST.	8TH ST.
3RD ST.	170 ALLEN CIR. N LEG	ALLEN CIR. S LEG
3RD ST.	180 ALLEN CIR. S LEG	NAVAJO AVE.
COUNTRY CLUB DR.	20 ASPEN CT.	BRENTWOOD DR.
BRENTWOOD DR.	20 BIRCHWOOD PL.	END, SOUTH
BIRCHWOOD PL.	10 BRENTWOOD DR.	WOODHAVEN DR.
COUNTRY CLUB DR.	30 BRENTWOOD DR.	FORESTWOOD DR.
FLORIMOND DR.	50 BUTTE VISTA WAY	WILLOW GLEN CT.
3RD ST.	200 CAHIL CIR.	YOSEMITE WAY
LARSEN LN.	30 CALDWELL CIR.	WESCOTT RD.
TARA DR.	20 CALEB CT.	JEREMY WAY
TARA DR.	40 CHANGE OF PAVEMENT	CUL-DE-SAC
ASPEN CT.	10 COUNTRY CLUB DR.	CUL-DE-SAC
BRENTWOOD DR.	10 COUNTRY CLUB DR.	BIRCHWOOD PL.
LINDSEY DR.	10 COUNTRY CLUB DR.	PAIGE CT.
WOODHAVEN DR.	30 COUNTRY CLUB DR.	FORESTWOOD DR.
MODOC CT.	20 CUL-DE-SAC	NAVAJO AVE.
WOODHAVEN DR.	10 CUL-DE-SAC	LINDSEY DR.
FLORIMOND DR.	70 CYNTHIA DR.	COUNTRY CLUB DR.
NAVAJO AVE.	10 END, WEST	3RD ST.
BUTTE VISTA WAY	10 FLORIMOND DR.	SR20/45
COUNTRY CLUB DR.	110 FLORIMOND DR.	SR20/45

CYNTHIA DR.	40 FLORIMOND DR.	SR20/45
COUNTRY CLUB DR.	40 FORESTWOOD DR.	WOODHAVEN DR
WOODHAVEN DR.	40 FORESTWOOD DR.	BIRCHWOOD PL.
3RD ST.	160 JANICE DR.	ALLEN CIR. N LEG
OAK TREE LN.	10 COUNTRY CLUB DR. (N)	COUNTRY CLUB DR.
COUNTRY CLUB DR.	90 JEREMY WAY	MEADOW VIEW DR.
TARA DR.	30 JEREMY WAY	CHANGE OF PAVEME
3RD ST.	140 LARSEN LN.	W. FLORIMOND DR.
CALDWELL CIR.	10 LARSEN LN.	CUL-DE-SAC
PAIGE CT.	10 CUL-DE-SAC	LINDSEY DR.
WOODHAVEN DR.	20 LINDSEY DR.	COUNTRY CLUB DR.
3RD ST.	130 LOUIS LN.	LARSEN LN.
COUNTRY CLUB DR.	100 MEADOW VIEW DR.	FLORIMOND DR.
PARKVIEW CIR.	10 LARSEN LN.	CUL-DE-SAC
NAVAJO AVE.	40 MODOC ST.	SIOUX ST.
3RD ST.	190 NAVAJO AVE.	CAHIL CIR.
MODOC ST.	10 NAVAJO AVE.	CUL-DE-SAC
SIOUX ST.	10 NAVAJO AVE.	SEQUOIA WAY
ROSEWOOD WAY	10 FLORIMOND DR.	CYNTHIA DR.
YOSEMITE WAY	10 NAVAJO AVE.	SEQUOIA WAY
ROSS CT.	20 COUNTRY CLUB DR.	CUL-DE-SAC
SEQUOIA WAY	10 YOSEMITE WAY	SIOUX ST.
SUNSET WAY	10 FLORIMOND DR.	CYNTHIA DR.
VICTORIA WAY	10 3RD ST.	CUL-DE-SAC
COUNTRY CLUB DR.	70 OAK TREE LN. (N)	ROSS CT.
COUNTRY CLUB DR.	60 OAK TREE LN. (S)	OAK TREE LN. (N)
LINDSEY DR.	20 PAIGE CT.	WOODHAVEN DR.
LARSEN LN.	20 PARKVIEW CIR.	CALDWELL CIR.
CYNTHIA DR.	30 ROSEWOOD WAY	FLORIMOND DR.
FLORIMOND DR.	40 ROSEWOOD WAY	BUTTE VISTA WAY
COUNTRY CLUB DR.	80 ROSS CT.	JEREMY WAY
SIOUX ST.	20 SEQUOIA WAY	END, SOUTH
YOSEMITE WAY	20 SEQUOIA WAY	3RD ST.
3RD ST.	120 SIOC ST.	LOUIS LN.
NAVAJO AVE.	50 SIOUX ST.	WESCOTT RD.
CYNTHIA DR.	20 SUNSET WAY	ROSEWOOD WAY
FLORIMOND DR.	30 SUNSET WAY	ROSEWOOD WAY
CALEB CT.	10 TARA DR.	CUL-DE-SAC
JEREMY WAY	10 TARA DR.	COUNTRY CLUB DR.
3RD ST.	220 VICTORIA WAY	120' S OF VICTORIA
3RD ST.	150 W. FLORIMOND DR.	JANICE DR.
COUNTRY CLUB DR.	10 WESCOTT RD.	ASPEN CT.
CYNTHIA DR.	10 WESCOTT RD.	SUNSET WAY

FLORIMOND DR.	20 WESCOTT RD.	SUNSET WAY
MEADOW VIEW DR.	10 WESCOTT RD.	COUNTRY CLUB DR.
TARA DR.	10 WESCOTT RD.	CALEB CT.
LOUIS LN.	10 WEST END	3RD ST.
FLORIMOND DR.	60 WILLOW GLEN CT.	CYNTHIA DR.
COUNTRY CLUB DR.	50 WOODHAVEN DR	OAK TREE LN. (S)
BIRCHWOOD PL.	20 WOODHAVEN DR.	CUL-DE-SAC
LINDSEY PL.	10 WOODHAVEN DR.	CUL-DE-SAC
3RD ST.	210 YOSEMITE WAY	VICTORIA WAY
NAVAJO AVE.	30 YOSEMITE WAY	MODOC ST.
WILLOW GLEN CT.	10 CUL-DE-SAC	FLORIMOND DR.
FORESTWOOD DR.	10 COUNTRY CLUB DR.	WOODHAVEN DR.

Length	Width	Area	PCI	Sq. Yard
375	46	17,250	43	1,917
414	46	19,044	64	2,116
400	46	18,400	38	2,044
375	46	17,250	69	1,917
764	36	27,504	69	3,056
400	46	18,400	68	2,044
230	32	7,360	67	818
1,237	40	49,480	64	5,498
251	43	10,793	53	1,199
437	36	15,732	75	1,748
460	40	18,400	61	2,044
400	46	18,400	75	2,044
1,400	36	50,400	54	5,600
400	46	18,400	71	2,044
400	46	18,400	71	2,044
400	46	18,400	40	2,044
400	46	18,400	39	2,044
400	46	18,400	26	2,044
497	36	17,892	59	1,988
400	46	18,400	31	2,044
332	40	13,280	18	1,476
280	40	11,200	16	1,244
269	40	10,760	72	1,196
110	32	3,520	65	391
538	32	17,216	44	1,913
223	40	8,920	69	991
210	36	7,560	5	840
287	40	11,480	63	1,276
679	25	16,975	52	1,886
487	40	19,480	53	2,164
325	40	13,000	71	1,444
167	32	5,344	66	594
171	32	5,472	71	608
700	32	22,400	61	2,489
608	32	19,456	36	2,162
242	32	7,744	75	860
468	32	14,976	71	1,664
545	36	19,620	22	2,180
169	40	6,760	70	751
240	36	8,640	27	960
140	40	5,600	15	622

150	36	5,400	9	600
240	40	9,600	74	1,067
256	32	8,192	65	910
328	40	13,120	18	1,458
690	32	22,080	22	2,453
535	40	21,400	22	2,378
135	40	5,400	69	600
502	40	20,080	18	2,231
206	36	7,416	61	824
230	32	7,360	69	818
263	32	8,416	54	935
422	36	15,192	17	1,688
1,344	40	53,760	13	5,973
205	32	6,560	61	729
257	40	10,280	68	1,142
280	40	11,200	64	1,244
402	32	12,864	70	1,429
352	40	14,080	41	1,564
677	36	24,372	68	2,708
728	40	29,120	54	3,236
126	32	4,032	36	448
875	32	28,000	60	3,111
663	37	24,531	77	2,726
385	33	12,705	77	1,412
319	40	12,760	14	1,418
295	40	11,800	19	1,311
255	32	8,160	51	907
259	43	11,137	61	1,237
802	36	28,872	76	3,208
353	36	12,708	48	1,412
470	40	18,800	20	2,089
103	40	4,120	66	458
247	40	9,880	67	1,098
550	43	23,650	48	2,628
272	40	10,880	67	1,209
288	36	10,368	74	1,152
289	36	10,404	44	1,156
202	32	6,464	56	718
382	40	15,280	52	1,698
170	40	6,800	84	756
307	40	12,280	16	1,364
757	40	30,280	73	3,364
274	36	9,864	74	1,096

282	35	9,870	57	1,097
935	40	37,400	66	4,156
331	40	13,240	73	1,471
193	36	6,948	75	772
557	36	20,052	15	2,228
300	40	12,000	73	1,333
441	32	14,112	41	1,568
150	32	4,800	55	533
511	40	20,440	62	2,271
436	40	17,440	70	1,938
222	36	7,992	24	888
367	32	11,744	49	1,305

Bid Sched

This Bid Schedule must be completed and included with the sealed Bid Proposal. sum or unit cost for each item must be inclusive of all costs, weather direct or ind the "Extened Total Amount" column must be identical to the Base Bid Price reflec cost listed for any bid item will prevail over the extended total of amount listed for will also previal over the Total Base Bid listed below.

Bidder Name: _____

Bid Item No.	Item Description	Est. Qty.
1	Traffic Control	1
2	Asphalt Rubber Cape Seal	
3	Slurry Seal	

ule

. Pricing must be provided for each Bid Item as indicated. The lump sum price must be provided for each bid item, including profit and overhead. The sum of all amounts entered in this section must equal the total amount entered in the bid package. In case of a math error or ambiguity, the unit price will prevail over the lump sum price for that bid item. The grand total of all of the extended total amounts listed

Unit	Unit Cost	Extended Total Amount		
each	\$ -	\$ -		
square yard	\$ -	\$ -		
square yard	\$ -	\$ -		
Total Base Bid (Items 1 -3)		\$ -		

