

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:	05/09/2024
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 1, 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	25
	Max	60
Softening Point, °F (° C) (ASTM D36)	Min	131° F (55° C)
	Max	190° F (88° C)
Resilience, 77° F (25° C), % rebound (ASTM D5329)	Min	18
	Max	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 9, 2024, at 4:30 PM
- Committee review completed: May 16, 2024
- City council contact approval: May 21, 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.

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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

CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLUSA AND [INSERT CONSULTANTS NAME]

THIS AGREEMENT (hereinafter referred to as “**Agreement**”) is made and entered into this ____ date of 2014, by and between the City of Colusa, a municipal corporation, having its principal place of business at 425 Webster Street, Colusa California 95932, (herein “**City**”) and _____ [Insert Name], a California _____ [Insert type of entity], having a principal place of business at _____ [Insert address], (herein “**Consultant**”), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

WHEREAS, the City proposes [insert brief details/recitals re: contract] _____; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, 2014, and is duly licensed, qualified and experienced to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

SCOPE OF SERVICES.

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in the Description of Scope of Services, attached hereto and incorporated herein by this reference as Exhibit A, subject to the direction of the City Contract Administrator, as provided from time to time.

CONTRACT ADMINISTRATOR.

_____ [**Insert employee name**], at telephone number (530) 458-4740 will administer this Agreement on behalf of City (herein "**Contract Administrator**"). _____ [**Insert consultant contact**] at telephone number _____ is the authorized representative for Consultant and shall administer this Agreement on behalf of Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

EXHIBITS.

Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

- Exhibit A. Description of Scope of Services to be performed by Consultant ("**Services**")
- Exhibit B. A listing of hourly rates of Consultant's personnel, and a contract budget for the Services.
- Exhibit C. Insurance Requirements.

TIME OF PERFORMANCE.

Consultant shall commence performance after the approval and execution of this Agreement, and receipt of written notice to proceed by the Contract Administrator, and shall thereafter diligently prosecute the Services through to completion in a prompt and timely manner, unless otherwise directed by City or unless earlier terminated.

COMPENSATION OF CONSULTANT.

- A. The Consultant shall be paid for the actual fees, costs and expenses for all time and materials required and expended, pursuant to the Payment Plan incorporated herein as Exhibit B, but in no event shall total compensation exceed _____ dollars (\$ _____), without City's prior written approval.
- B. Consultant shall submit monthly invoices during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with Exhibit A and contain a detailed description of the services provided, the amount of time expended in providing such services, and the person providing such services, and other information as the Contractor Administrator may request. City shall make payment of undisputed amounts

within forty-five (45) days of receipt of invoices, for services satisfactorily performed and for authorized reimbursable costs incurred.

C. Consultant agrees to provide all Services for the amount specified in this Section without compensation in excess of such amount. Consultant shall not provide additional Services until Consultant has received authorization from the City Council and executed a written amendment to this Agreement. Should the Consultant elect to proceed prior to receiving such authorization, the Consultant does so at Consultant's own risk.

D. If the work is halted at the request of the City, City shall compensate Consultant for all outstanding costs and reimbursable expenses reasonably incurred for work satisfactorily completed as of the date of the written notice of termination.

E. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to request Consultant to correct such work or billings or seek any other legal remedy.

INDEPENDENT CONTRACTOR.

Consultant shall perform the Services as an independent contractor as defined in Labor Code 3353, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The Consultant shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by the Consultant are employees and agents of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

In the event Consultant or any employee, agent, or subcontractor of a Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Consultant and Agency acknowledge and agree that compensation paid by Agency to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions

to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Agency therefore has no responsibility for such contributions beyond the compensation required under this Agreement.

TERMINATION.

This Agreement may be terminated, without cause, at any time by the City upon ___ () days' written notice. Upon receipt of such notice, Consultant shall cease all work under this Agreement. In the event of any such termination, the Consultant shall be compensated as provided for in this Agreement. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimated performed to that date in accordance with Section 9 hereof. The obligations of section 16 of this Agreement relating to Consultant's obligations to defend and indemnify the City shall survive any termination of this Agreement.

Notwithstanding any provision of this Agreement, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

TIME AND EXTENSION OF TIME.

A. Time is of the essence in the performance of this Agreement. All Services performed by Consultant under this Agreement shall be completed in accordance with the time schedules set forth in Exhibit A or otherwise determined by the Contract Administrator. Consultant may, for good cause, request extensions of time to perform the Services required hereunder.

B. The Contract Administrator may, by written instrument, extend the duration of this Agreement for an additional period not to exceed the lesser of one year or the original term of the Agreement, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 5, Compensation.

PROPERTY OF CITY.

All materials prepared by the Consultant under this Agreement shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information.

CONFIDENTIAL MATERIALS.

All materials, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its Services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or

information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

COMPLIANCE WITH LAW AND WARRANTY.

A. Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the provision of Services and this Agreement. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

B. Consultant represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession, and has the skills, expertise, licenses and permits necessary to perform the Services. Consultant shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

[IF SCOPE OF WORK INCLUDES A PROJECT FOR WHICH PREVAILING WAGE MUST BE PAID, INCLUDE THE FOLLOWING PROVISION:]

C. Consultant, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California.

ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of the City, which shall not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Consultant shall promptly furnish notice of any assignment or transfer, whether voluntary or involuntary, in writing to the City.

INTEREST IN CONTRACT.

A. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any present interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its Services hereunder.

B. Consultant may serve other clients, but none whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

C. The City has determined, based on the Scope of Services in Exhibit A that the Consultant, or its principal employees on working for the City under this Agreement:

_____	Is required to file a Form 700 because he/she is involved in the making or participating in making of a decision which may foreseeably have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.
_____	Is <u>not</u> required to file a Form 700 because he/she is <u>not</u> involved in the making or participating in making of a decision which may foreseeably have a material effect on any financial interest, as further described in the Political Reform Act and implementing regulations.

If it is determined that Consultant is covered by the City’s Conflict of Interest Code at any time after the execution of this Agreement City determines and notifies Consultant in writing that Consultant’s duties under this agreement warrant disclosure by Consultant, Consultant agrees to make all disclosures required by the City’s conflict of interest code in accordance with the Category designated by the City.

RECORDS AND AUDITS.

- A. Consultant shall establish and maintain records pertaining to this Agreement. Consultant's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, utility bills, invoices and vouchers.
- B. Consultant shall permit City and its authorized representatives to inspect and examine Consultant's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Consultant pursuant to this Agreement and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Agreement; and Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Agreement.

LIABILITY OF CONSULTANT-NEGLIGENCE.

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of the Consultant’s profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

INDEMNIFICATION.

[GENERAL INDEMNIFICATION PROVISION, TO BE USED FOR MOST CONTRACTS EXCEPT AS SET FORTH BELOW:]

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Consultant shall defend, with legal counsel reasonably acceptable to the City, indemnify and hold harmless City and its officers, agents, officials, representatives, employees and volunteers (collectively "**Indemnitees**") from and against any and all claims, demands, losses, costs, damages, injuries, (including, without limitation, injury to or death of an employee of Consultant or its subconsultants), expenses and liabilities of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

[OR USE THE FOLLOWING INDEMNIFICATION CLAUSE WHEN CONTRACTING WITH THE FOLLOWING DESIGN PROFESSIONALS: (1) LICENSED ARCHITECTS; (2) LICENSED ENGINEERS; (3) LICENSED LANDSCAPE ARCHITECTS, AND/OR (4) LICENSED LAND SURVEYORS:]

A. Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, representatives, employees and volunteers (collectively "Indemnitees") from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence or willful misconduct of such Indemnitee.

B. Neither termination of this Agreement nor completion of the Services shall release Consultant from its obligations under this Section 16, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

D. Consultant's compliance with the insurance requirements does not relieve Consultant from the obligations under this Section, which shall apply whether or not such insurance policies are applicable to a claim or damages.

INSURANCE.

Consultant shall provide insurance in accordance with the requirements of Exhibit C, which is attached hereto and incorporated herein by reference. Consultant agrees to have and maintain the policies set forth in Exhibit C entitled "Insurance Requirements" attached hereto and incorporated herein by reference. All policies, endorsements, certificates, and/or binders shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing, in advance, by City. A lapse in any required insurance coverage during this Agreement shall be breach of this Agreement.

PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the Services. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Consultant shall make every reasonable effort to maintain stability and continuity of Consultant's Key Personnel assigned to perform the Services. Key Personnel for this contract are defined to include the following people: [REDACTED]. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Key Personnel assigned to the provide Services, provided that Consultant receives such notice, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

NOTICES.

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Colusa
425 Webster Street
Colusa, CA 95932
ATTN: CITY MANAGER

CITY NOT OBLIGATED TO THIRD PARTIES.

City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

MISCELLANEOUS PROVISIONS.

A. NON-DISCRIMINATION.

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

B. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

C. SECTION HEADINGS.

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

D. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

E. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

F. NO WAIVER OF DEFAULT.

No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

G. ENTIRE AGREEMENT AND AMENDMENT.

This document represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, and agreements, either written or oral. This document may be amended only by written instrument signed by both City and Consultant.

H. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

I. APPLICABLE LAW; VENUE; ATTORNEYS' FEES

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Colusa, if in state court, or in the federal court nearest to the City of Colusa, if in federal court. In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs.

J. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

K. CONFLICTING TERMS.

This Agreement and its Exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CITY OF COLUSA	CONSULTANT
-----------------------	-------------------

By:

Jesse Cain, City Manager

By:

(Title)

Date:

Date:

APPROVED AS TO FORM:

By:

City Attorney

ATTEST:

By:

Shelly Kittle, City Clerk

[Corporations require signature of two officers]

[SIGNATURES MUST BE NOTARIZED]

CERTIFICATE OF COMPLIANCE WITH LABOR CODE §3700

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code. I will comply with such provisions before commencing the performance of this work under this Agreement, and my method of compliance is further described below.

With the above understanding, I certify the following:

_____ Consultant is insured against liability for workers' compensation.

_____ Consultant is self-insured for workers' compensation. I will provide a copy of Certificate of Consent to Self-Insure issued by the State of California Department of Industrial Relations.

_____ Consultant is a sole proprietor or partnership. I am the owner of the organization or a partner, and Consultant is exempt from the State workers' compensation requirements because we have no employees.

CONSULTANT

By:

Title:

VII. Attachments

- 1) City of Colusa Repave Street List_Phase 1

2) Resource Links, provided here:

- a. Map of the City of Colusa - <https://cityofcolusa.com/planning-and-building/>
- b. Pavement Management Plan 2021 - https://cityofcolusa.com/wp-content/uploads/2020/07/Final-Report_Colusa.pdf

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

Street Name	Section ID From	To	Length	Width	Area	PCI	Sq. Yard
SIOC ST.	20 10TH ST.	9TH ST.	375	46	17,250	43	1,917
2ND ST.	130 LOUIS LN.	LARSEN LN.	414	46	19,044	64	2,116
SIOC ST.	10 13TH ST.	12TH ST.	400	46	18,400	38	2,044
SIOC ST.	110 1ST ST.	BRIDGE ST.	375	46	17,250	69	1,917
LOUIS LN.	30 2ND ST.	WESCOTT RD.	764	36	27,504	69	3,056
SIOC ST.	100 2ND ST.	1ST ST.	400	46	18,400	68	2,044
CAHIL CIR.	10 3RD ST.	CUL-DE-SAC	230	32	7,360	67	818
FLORIMOND DR, W	10 3RD ST.	WESCOTT RD.	1,237	40	49,480	64	5,498
LARSEN LN.	10 3RD ST.	PARKVIEW CIR.	251	43	10,793	53	1,199
LOUIS LN.	20 3RD ST.	2ND ST.	437	36	15,732	75	1,748
NAVAJO AVE.	20 3RD ST.	YOSEMITE WAY	460	40	18,400	61	2,044
SIOC ST.	90 3RD ST.	2ND ST.	400	46	18,400	75	2,044
ALLEN CIR.	10 3RD ST. (N)	3RD ST. (S)	1,400	36	50,400	54	5,600
SIOC ST.	80 4TH ST.	3RD ST.	400	46	18,400	71	2,044
SIOC ST.	70 5TH ST.	4TH ST.	400	46	18,400	71	2,044
SIOC ST.	60 6TH ST.	5TH ST.	400	46	18,400	40	2,044
SIOC ST.	50 7TH ST.	6TH ST.	400	46	18,400	39	2,044
SIOC ST.	40 8TH ST.	7TH ST.	400	46	18,400	26	2,044
JANICE DR.	10 3RD ST.	END, EAST	497	36	17,892	59	1,988
SIOC ST.	30 9TH ST.	8TH ST.	400	46	18,400	31	2,044
3RD ST.	170 ALLEN CIR. N LEG	ALLEN CIR. S LEG	332	40	13,280	18	1,476
3RD ST.	180 ALLEN CIR. S LEG	NAVAJO AVE.	280	40	11,200	16	1,244
COUNTRY CLUB DR.	20 ASPEN CT.	BRENTWOOD DR.	269	40	10,760	72	1,196
BRENTWOOD DR.	20 BIRCHWOOD PL.	END, SOUTH	110	32	3,520	65	391
BIRCHWOOD PL.	10 BRENTWOOD DR.	WOODHAVEN DR.	538	32	17,216	44	1,913
COUNTRY CLUB DR.	30 BRENTWOOD DR.	FORESTWOOD DR.	223	40	8,920	69	991
FLORIMOND DR.	50 BUTTE VISTA WAY	WILLOW GLEN CT.	210	36	7,560	5	840
3RD ST.	200 CAHIL CIR.	YOSEMITE WAY	287	40	11,480	63	1,276
LARSEN LN.	30 CALDWELL CIR.	WESCOTT RD.	679	25	16,975	52	1,886
TARA DR.	20 CALEB CT.	JEREMY WAY	487	40	19,480	53	2,164
TARA DR.	40 CHANGE OF PAVEMENT	CUL-DE-SAC	325	40	13,000	71	1,444
ASPEN CT.	10 COUNTRY CLUB DR.	CUL-DE-SAC	167	32	5,344	66	594
BRENTWOOD DR.	10 COUNTRY CLUB DR.	BIRCHWOOD PL.	171	32	5,472	71	608
LINDSEY DR.	10 COUNTRY CLUB DR.	PAIGE CT.	700	32	22,400	61	2,489

WOODHAVEN DR.	30 COUNTRY CLUB DR.	FORESTWOOD DR.	608	32	19,456	36	2,162
MODOC CT.	20 CUL-DE-SAC	NAVAJO AVE.	242	32	7,744	75	860
WOODHAVEN DR.	10 CUL-DE-SAC	LINDSEY DR.	468	32	14,976	71	1,664
FLORIMOND DR.	70 CYNTHIA DR.	COUNTRY CLUB DR	545	36	19,620	22	2,180
NAVAJO AVE.	10 END, WEST	3RD ST.	169	40	6,760	70	751
BUTTE VISTA WAY	10 FLORIMOND DR.	SR20/45	240	36	8,640	27	960
COUNTRY CLUB DR.	110 FLORIMOND DR.	SR20/45	140	40	5,600	15	622
CYNTHIA DR.	40 FLORIMOND DR.	SR20/45	150	36	5,400	9	600
COUNTRY CLUB DR.	40 FORESTWOOD DR.	WOODHAVEN DR	240	40	9,600	74	1,067
WOODHAVEN DR.	40 FORESTWOOD DR.	BIRCHWOOD PL.	256	32	8,192	65	910
3RD ST.	160 JANICE DR.	ALLEN CIR. N LEG	328	40	13,120	18	1,458
OAK TREE LN.	10 COUNTRY CLUB DR. (N)	COUNTRY CLUB DR	690	32	22,080	22	2,453
COUNTRY CLUB DR.	90 JEREMY WAY	MEADOW VIEW DR.	535	40	21,400	22	2,378
TARA DR.	30 JEREMY WAY	CHANGE OF PAVEM	135	40	5,400	69	600
3RD ST.	140 LARSEN LN.	W. FLORIMOND DR.	502	40	20,080	18	2,231
CALDWELL CIR.	10 LARSEN LN.	CUL-DE-SAC	206	36	7,416	61	824
PAIGE CT.	10 CUL-DE-SAC	LINDSEY DR.	230	32	7,360	69	818
WOODHAVEN DR.	20 LINDSEY DR.	COUNTRY CLUB DR	263	32	8,416	54	935
3RD ST.	130 LOUIS LN.	LARSEN LN.	422	36	15,192	17	1,688
COUNTRY CLUB DR.	100 MEADOW VIEW DR.	FLORIMOND DR.	1,344	40	53,760	13	5,973
PARKVIEW CIR.	10 LARSEN LN.	CUL-DE-SAC	205	32	6,560	61	729
NAVAJO AVE.	40 MODOC ST.	SIOUX ST.	257	40	10,280	68	1,142
3RD ST.	190 NAVAJO AVE.	CAHIL CIR.	280	40	11,200	64	1,244
MODOC ST.	10 NAVAJO AVE.	CUL-DE-SAC	402	32	12,864	70	1,429
SIOUX ST.	10 NAVAJO AVE.	SEQUOIA WAY	352	40	14,080	41	1,564
ROSEWOOD WAY	10 FLORIMOND DR.	CYNTHIA DR.	677	36	24,372	68	2,708
YOSEMITE WAY	10 NAVAJO AVE.	SEQUOIA WAY	728	40	29,120	54	3,236
ROSS CT.	20 COUNTRY CLUB DR.	CUL-DE-SAC	126	32	4,032	36	448
SEQUOIA WAY	10 YOSEMITE WAY	SIOUX ST.	875	32	28,000	60	3,111
SUNSET WAY	10 FLORIMOND DR.	CYNTHIA DR.	663	37	24,531	77	2,726
VICTORIA WAY	10 3RD ST.	CUL-DE-SAC	385	33	12,705	77	1,412
COUNTRY CLUB DR.	70 OAK TREE LN. (N)	ROSS CT.	319	40	12,760	14	1,418
COUNTRY CLUB DR.	60 OAK TREE LN. (S)	OAK TREE LN. (N)	295	40	11,800	19	1,311
LINDSEY DR.	20 PAIGE CT.	WOODHAVEN DR.	255	32	8,160	51	907
LARSEN LN.	20 PARKVIEW CIR.	CALDWELL CIR.	259	43	11,137	61	1,237
CYNTHIA DR.	30 ROSEWOOD WAY	FLORIMOND DR.	802	36	28,872	76	3,208

FLORIMOND DR.	40 ROSEWOOD WAY	BUTTE VISTA WAY	353	36	12,708	48	1,412
COUNTRY CLUB DR.	80 ROSS CT.	JEREMY WAY	470	40	18,800	20	2,089
SIOUX ST.	20 SEQUOIA WAY	END, SOUTH	103	40	4,120	66	458
YOSEMITE WAY	20 SEQUOIA WAY	3RD ST.	247	40	9,880	67	1,098
3RD ST.	120 SIOC ST.	LOUIS LN.	550	43	23,650	48	2,628
NAVAJO AVE.	50 SIOUX ST.	WESCOTT RD.	272	40	10,880	67	1,209
CYNTHIA DR.	20 SUNSET WAY	ROSEWOOD WAY	288	36	10,368	74	1,152
FLORIMOND DR.	30 SUNSET WAY	ROSEWOOD WAY	289	36	10,404	44	1,156
CALEB CT.	10 TARA DR.	CUL-DE-SAC	202	32	6,464	56	718
JEREMY WAY	10 TARA DR.	COUNTRY CLUB DR	382	40	15,280	52	1,698
3RD ST.	220 VICTORIA WAY	120' S OF VICTORIA	170	40	6,800	84	756
3RD ST.	150 W. FLORIMOND DR.	JANICE DR.	307	40	12,280	16	1,364
COUNTRY CLUB DR.	10 WESCOTT RD.	ASPEN CT.	757	40	30,280	73	3,364
CYNTHIA DR.	10 WESCOTT RD.	SUNSET WAY	274	36	9,864	74	1,096
FLORIMOND DR.	20 WESCOTT RD.	SUNSET WAY	282	35	9,870	57	1,097
MEADOW VIEW DR.	10 WESCOTT RD.	COUNTRY CLUB DR	935	40	37,400	66	4,156
TARA DR.	10 WESCOTT RD.	CALEB CT.	331	40	13,240	73	1,471
LOUIS LN.	10 WEST END	3RD ST.	193	36	6,948	75	772
FLORIMOND DR.	60 WILLOW GLEN CT.	CYNTHIA DR.	557	36	20,052	15	2,228
COUNTRY CLUB DR.	50 WOODHAVEN DR	OAK TREE LN. (S)	300	40	12,000	73	1,333
BIRCHWOOD PL.	20 WOODHAVEN DR.	CUL-DE-SAC	441	32	14,112	41	1,568
LINDSEY PL.	10 WOODHAVEN DR.	CUL-DE-SAC	150	32	4,800	55	533
3RD ST.	210 YOSEMITE WAY	VICTORIA WAY	511	40	20,440	62	2,271
NAVAJO AVE.	30 YOSEMITE WAY	MODOC ST.	436	40	17,440	70	1,938
WILLOW GLEN CT.	10 CUL-DE-SAC	FLORIMOND DR.	222	36	7,992	24	888
FORESTWOOD DR.	10 COUNTRY CLUB DR.	WOODHAVEN DR.	367	32	11,744	49	1,305