



## City Council Staff Report

Date: February 2, 2011

Subject: AWARD OF CONTRACT FOR THE 2010/2011 ANNUAL ASPHALT OVERLAY, CITY PROJECT 10-08

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

---

### SUMMARY

The Public Works and Engineering Department schedules an asphalt overlay of various City streets. Each year the City budgets funding to overlay a few streets that are too deteriorated to receive a slurry seal treatment. Award of this contract will allow staff to proceed with this annual street maintenance program.

### RECOMMENDATION:

- 1) Approve Agreement No. \_\_\_\_\_ in the amount of \$1,345,000.00 with Hardy & Harper, Inc., a California corporation, for the 2010/2011 Annual Overlay, City Project 10-08; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Public Works Department oversees the maintenance of the City's street system. Each year, the Department assembles a capital project to continue its asphalt overlay program on various City streets as needed. This year's asphalt overlay program is scheduled to generally include the residential streets within Section 11 (the residential area between N. Indian Canyon Dr. and Sunrise Way, from Vista Chino to Alejo Road), and other selected streets located in Las Palmas and other locations based on their overall pavement condition index. A complete listing of streets and maps of these areas are included in Attachment 1.

The plans and specifications were prepared by Department staff, and on December 1, 2010, the City Council approved the plans and specifications and authorized construction bidding. On December 4 and 11, 2010, the project was advertised for bids,

and at 4:00 p.m. on January 11, 2011, the Procurement and Contracting Division received construction bids from the following contractors:

1. Hardy & Harper, Inc., Santa Ana, CA; Bid: \$1,345,000
2. Cooley Construction, Inc., Hesperia, CA; Bid: \$1,349,111.11
3. Matich Corporation, San Bernardino, CA; Bid: \$1,490,000
4. Skanska USA Civil West California District, Inc., Riverside, CA; Bid: \$1,492,665
5. Granite Construction Co., Indio, CA; Bid: \$1,504,504
6. Vance Corporation, Rialto, CA; Bid: \$1,610,400

### **Local Business Preference Compliance**

Section 7.09.030 of the Palm Springs Municipal Code, "Local Business Preference Program," requires prime contractors to use good faith efforts to sub-contract the supply of materials and equipment to local business enterprises and to sub-contract services to businesses whose work force resides within the Coachella Valley; submission of good faith efforts is required. Of the 6 bids received, 1 is from a prime contractor located within the Coachella Valley, (Granite Construction); however, their bid ranked fifth out of the six bids received. Generally, the work sub-contracted in this project consisted of 5 trades: cold-milling existing pavement, crack-sealing repairs, pavement fabric, adjustment of utilities, and traffic striping work (some bidders listed less sub-contracted work, and some listed more). Of the 4 sub-contracted firms listed by the lowest bidder, none are local firms. However, the low bidder (and all other bidders) completed the required Local Business Preference Program Good Faith Efforts form included in the Bid Documents. Three of the bidders (#2 – Cooley Construction, #3 – Matich Corp., and #6 – Vance Corp.) listed 1 local firm for sub-contracted work (Cooley Construction listed Archuleta Construction [Bermuda Dunes] for concrete work; Matich Corp. and Vance Corp. each listed JP Striping [Beaumont] for traffic striping work). The other three bidders did not list local firms for sub-contracted work, and all 6 bidders indicated sub-contracted work for this project. Given the low bidder's submission of the required Local Business Preference Program Good Faith Efforts form, staff recommends that the City Council determine that the lowest bidder has complied with the Local Business Preference Program, or otherwise waive any informality of compliance with the Local Business Preference Program, and award to the lowest, responsive bid received from Hardy & Harper, Inc.

The Engineer's estimate for this project was \$1,400,000. The company is a California corporation, and its principal officers are Fred Maas, Jr., President/Treasurer; Dan Maas, CEO; Steve Kirschner, Vice President; and Kristen Paulino, Secretary.

**FISCAL IMPACT:**

Funding for this project is made available through local Measure A funds in account 134-4498-50225; Proposition 42 funds in account 133-4298-50292, and 2009/2010 Traffic Congestion Relief Funds in account 133-4298-50295.

Expenditures to encumber the contract will be made as follows:

133-4298-50292: \$470,542  
133-4298-50295: \$431,559.92  
134-4498-50225: \$442,898.08

**SUBMITTED:**

Prepared by:



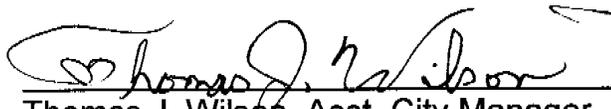
Marcus L. Fuller  
Assistant Director of Public Works

Recommended by:

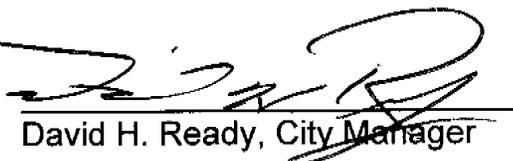


David J. Barakian  
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

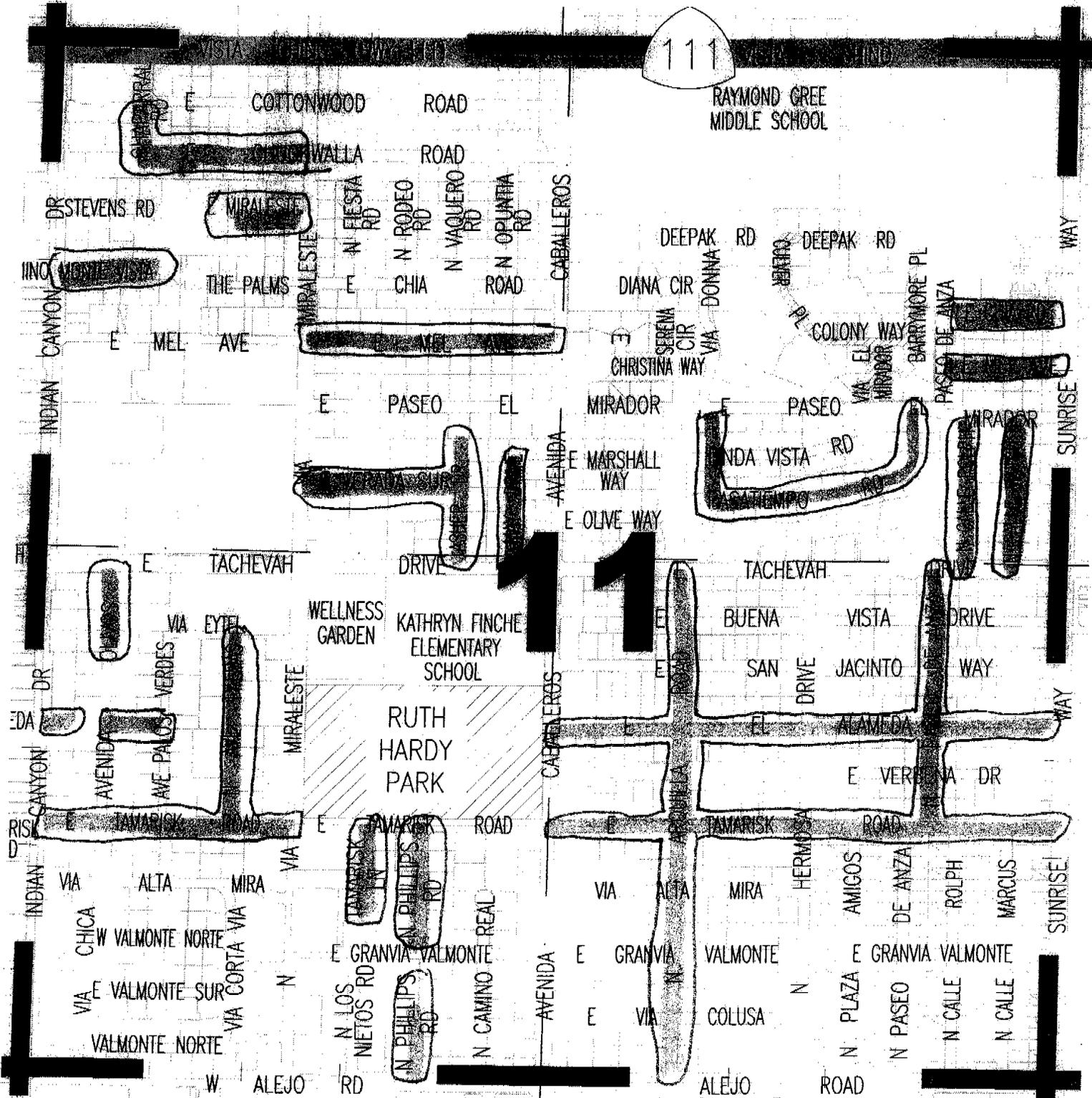
Attachments:

1. Street Listing and Maps
2. Agreement

Section ID	Name	From	To	Width	Length	Area	Units
1044070	CRESCENT DRIVE	VIA MONTE VISTA	PATENCIO ROAD	36	436	15,696	SF
1044075	PATENCIO ROAD	CRESCENT DRIVE	CHINO DRIVE	27	276	7,452	SF
1044085	VINE AVENUE	ALEJO ROAD	CHINO DR	36	327	11,772	SF
1044365	PATENCIO ROAD	CANYON PLACE	CRESCENT DRIVE	26	915	23,790	SF
1044380	MOUNTAIN VIEW PLACE	MISSION ROAD	PRESCOTT DR	46	654	36,837	SF
1044390	CAHUILLA ROAD	ALEJO ROAD	CHINO DR	31	249	7,902	SF
1044395	CAHUILLA ROAD	CHINO DR	MERITO PLACE	30	669	21,870	SF
1044400	BELARDO ROAD	MERITO PLACE	CHINO DR	28	684	17,082	SF
1044405	BELARDO ROAD	CHINO DR	ALEJO ROAD	31	246	7,626	SF
1044435	PRESCOTT DR	MERITO PLACE	HERMOSA PLACE	35	1,075	41,049	SF
1044440	PRESCOTT DR	MERITO PLACE	PRESCOTT DR	20	487	12,438	SF
1044450	EL ALAMEDA	PRESCOTT DRIVE	N PALM CANYON DRIVE	28	295	8,487	SF
1144060	TAMARISK ROAD	SUNRISE WAY	AVENIDA CABALLEROS	26	2,585	68,652	SF
1144070	TAMARISK ROAD	VIA MIRALESTE	INDIAN CANYON DR	31	1,275	39,525	SF
1144075	CHUCKWALLA ROAD	CHAPARRAL ROAD	VIA MIRALESTE	36	1,277	45,972	SF
1144126	CHAPARRAL ROAD	COTTONWOOD ROAD	CHUCKWALL ROAD	32	200	6,367	SF
1144130	MIRALESTE COURT	VIA MIRALESTE	W END	24	335	10,296	SF
1144135	MEL AVENUE	AVENIDA CABALLEROS	VIA MIRALESTE	37	1,263	46,731	SF
1144145	CAMINO MONTE VISTA	INDIAN CANYON DR	AVENIDA PALOS VERDES	33	600	18,000	SF
1144195	CALLE MARCUS	PASEO EL MIRADOR	TACHEVAH DR	22	744	16,368	SF
1144200	CALLE ROLPH	TACHEVAH DR	PASEL EL MIRADOR	21	741	15,561	SF
1144210	CHIA ROAD	PASEO DE ANZA	SUNRISE WAY	36	607	21,852	SF
1144215	MEL AVENUE	PASEO DE ANZA	SUNRISE WAY	22	607	13,716	SF
1144220	PASATIEMPO ROAD	PASEO EL MIRADOR	PASEO EL MIRADOR	33	1,778	59,571	SF
1144265	MAY DR	TACHEVAH DR	N END	31	627	17,010	SF
1144270	ASHER DR	TACHEVAH DR	N END	20	628	12,560	SF
1144275	VEREDA SUR	ASHER DR	VIA MIRALESTE	25	786	19,650	SF
1144290	ARQUILLA ROAD	TACHEVAH DR	TAMARISK ROAD	37	1,200	43,497	SF
1144295	ARQUILLA ROAD	TAMARISK ROAD	ALEJO ROAD	37	1,279	47,323	SF
1144340	EL ALEMEDA	AVENIDA CABALLEROS	ARQUILLA ROAD	37	605	22,385	SF
1144345	EL ALEMEDA	ARQUILLA ROAD	HERMOSA DR	37	621	22,977	SF
1144350	EL ALEMEDA	HERMOSA DR	PASEO DE ANZA	37	619	22,903	SF
1144355	EL ALEMEDA	PASEO DE ANZA	SUNRISE WAY	37	614	22,718	SF
1144370	PASEO DE ANZA	TACHEVAH DR	TAMARISK ROAD	37	1,290	46,827	SF
1144485	PHILLIPS ROAD	ALEJO ROAD	N END	32	396	13,347	SF
1144500	PHILLIPS ROAD	GRANVIA VALMONTE	TAMARISK ROAD	33	626	21,330	SF
1144505	TAMARISK LANE	TAMARISK ROAD	S END	25	298	7,450	SF
1144525	AVENIDA PALMAS	TAMARISK ROAD	VIA EYTEL	25	959	24,246	SF
1144541	AVENIDA OLIVOS	320' S. OF TACHEVAH	TACHEVAH DR	32	320	12,153	SF
1144545	EL ALEMEDA	INDIAN CANYON DR	AVENIDA OLIVOS	33	293	10,926	SF
1144550	EL ALEMEDA	AVENIDA OLIVOS	AVENIDA PALOS VERDES	34	292	9,928	SF
1344060	BARISTO ROAD	CIVIC DR	EL CIELO ROAD	60	644	38,640	SF
1344175	HELENA CIRCLE	ANDREAS ROAD	N END	50	121	5,562	SF
1344180	LESLIE CIRCLE	ANDREAS ROAD	N END	50	123	6,003	SF
1344185	LYN CIRCLE	ANDREAS ROAD	N END	50	123	5,994	SF
1344190	JILL CIRCLE	ANDREAS ROAD	N END	50	123	5,994	SF
1544040	ALEJO ROAD	PALM CANYON DR	VINE AVENUE	33	1,520	55,917	SF
1945265	VELLA ROAD	MESQUITE AVENUE	S END	36	415	12,312	SF
2344165	CAMINO REAL	CALLE PALO FIERRO	SONORA ROAD	49	510	23,192	SF
2344560	SONORA ROAD	CAMINO REAL	CALLE PALO FIERRO	25	514	13,212	SF
2344565	SONORA ROAD	CALLE PALO FIERRO	VIA SOLEDAD	28	858	25,371	SF
2344570	SONORA ROAD	VIA SOLEDAD	S PALM CANYON DR	36	430	15,795	SF
TOTAL 1,189,834							SF



# CITY OF PALM SPRINGS SECTION 11-T4S-R4E









## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, by and between the City of Palm Springs, a charter city, organized and existing in the County of Riverside, under and by virtue of the laws of the State of California, hereinafter designated as the City, and Hardy & Harper, Inc., a California corporation, hereinafter designated as the Contractor.

The City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 -- THE WORK

The Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of the City's Contract Documents entitled:

#### **2010/2011 ANNUAL ASPHALT OVERLAY CITY PROJECT NO. 10-08**

The Work is generally described as follows:

Cold milling of existing asphalt concrete pavement; installation of hot asphalt-rubber sealant material in designated pavement cracks; installation of asphalt concrete in designated pavement cracks; installation of pavement reinforcing fabric; construction of 1½ inch asphalt concrete overlay; traffic striping and markings; and all appurtenant work on various streets in Palm Springs.

### ARTICLE 2 -- COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed by the City, and the Work shall be fully completed within the time specified in the Notice to Proceed.

The City and the Contractor recognize that time is of the essence of this Agreement, and that the City will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with the applicable provisions of the Standard Specifications, as modified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages or delay (but not as a penalty), the Contractor shall pay the City the sum of **\$5,250.00** for each calendar day that expires after the time specified in Article 2, herein.

**ARTICLE 3 -- CONTRACT PRICE            \$1,345,000**

The City shall pay the Contractor for the completion of the Work, in accordance with the Contract Documents, in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s).

**ARTICLE 4 -- THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, the accepted Bid and Bid Schedule(s), List of Subcontractors, Non-collusion Affidavit, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Standard Specifications, Special Provisions, the Drawings, Addenda numbers 01 to 01, inclusive, and all Change Orders and Work Change Directives which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

**ARTICLE 5 -- PAYMENT PROCEDURES**

The Contractor shall submit Applications for Payment in accordance with provisions of the Standard Specifications as amended by the Special Provisions. Applications for Payment will be processed by the Engineer or the City as provided in the Contract Documents.

**ARTICLE 6 -- NOTICES**

Whenever any provision of the Contract Documents requires the giving of a written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 7 -- MISCELLANEOUS**

Terms used in this Agreement which are defined in the Standard Specifications and the Special Provisions will have the meanings indicated in said Standard Specifications and the Special Provisions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives, to the other party hereto, its partners, successors, assigns, and legal representatives, in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed the day and year first above written.

**ATTEST:**  
CITY OF PALM SPRINGS,  
CALIFORNIA

**APPROVED BY THE CITY COUNCIL:**

Date \_\_\_\_\_

By \_\_\_\_\_  
City Clerk

Agreement No. \_\_\_\_\_

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
City Attorney

Date \_\_\_\_\_

**CONTENTS APPROVED:**

By \_\_\_\_\_  
City Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

Corporations require two notarized signatures: One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONTRACTOR: Name: Hardy & Harper, Inc. Check one: \_\_\_Individual \_\_\_Partnership XCorporation  
Address: 1312 E. Warner Ave.  
Santa Ana, CA 92705

By: \_\_\_\_\_  
Signature (notarized)

By: \_\_\_\_\_  
Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss

State of \_\_\_\_\_  
County of \_\_\_\_\_ ss

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

On \_\_\_\_\_  
before me, \_\_\_\_\_  
personally appeared \_\_\_\_\_

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

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

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

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

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: