

2.G. AWARD CONTRACT FOR THE 2013 ANNUAL SLURRY SEAL PROJECT (CP 13-02):

RECOMMENDATION: 1) Authorize City Manager to award the contract for the 2013 Annual Slurry Seal Project to the lowest responsive and responsible bidder; and 2) Authorize the City Manager to execute all necessary documents. A_____.

Please note the following:

1. Staff Report will be provided after the bid opening. The bid opening is scheduled for April 30, 2013.
2. Agreement, Street Listing, and Maps are attached for review.

Item No. **2.G.**

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

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:

2012/2013 ANNUAL SLURRY SEAL
CITY PROJECT NO. 13-02

The Work is generally described as follows:

The Work comprises preparation of pavement cracks for installation of hot asphalt-rubber sealant material and asphalt concrete as designated by project specifications; preparation of streets and facilities for and application of Rubber Polymer Modified Slurry (RPMS). Work to occur on various streets within the City of Palm Springs as indicated on the street list and maps attached as part of Appendix 'A'. Total slurry placement is estimated at 2,070,106 Square Feet. Note: Alternate Bid Schedule B substitutes the placement of Rubber Polymer Modified Slurry (RPMS) on streets indicated on section map 1-T4S-R4E with Micro-Milling and RPMS 'modified application rate'.

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 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 \$790 for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 -- CONTRACT PRICE

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 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 _____ to _____, 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 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**

CONTENTS APPROVED:

By _____
City Clerk

By _____
City Engineer

Date _____

By _____
City Manager

Date _____

APPROVED AS TO FORM:

APPROVED BY THE CITY COUNCIL:

By _____
City Attorney

Date _____

Date _____

Agreement No. _____

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: _____ Check one: Individual Partnership Corporation
Address: _____

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 _____

State of _____
County of _____

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:

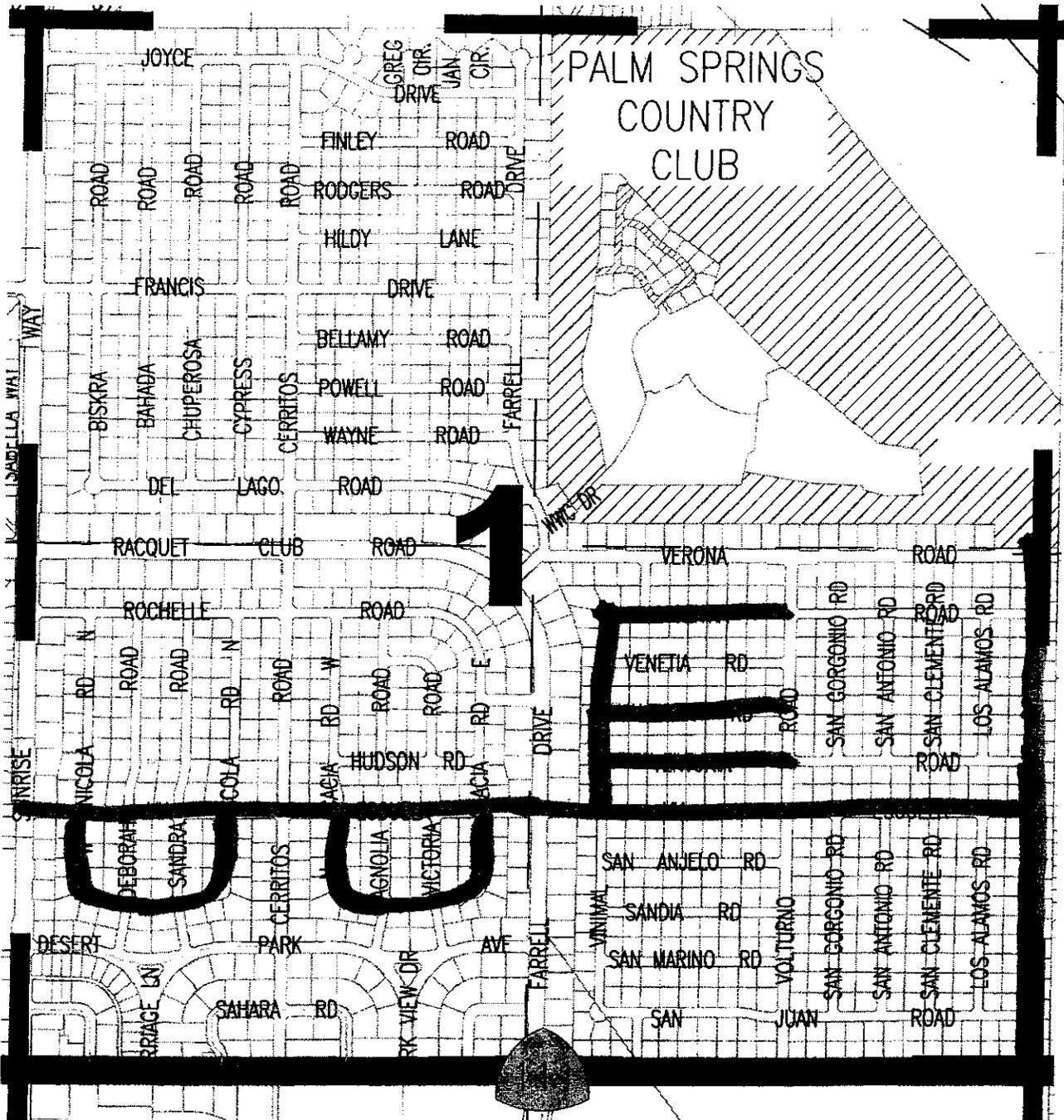
Notary Seal:

Notary Seal:

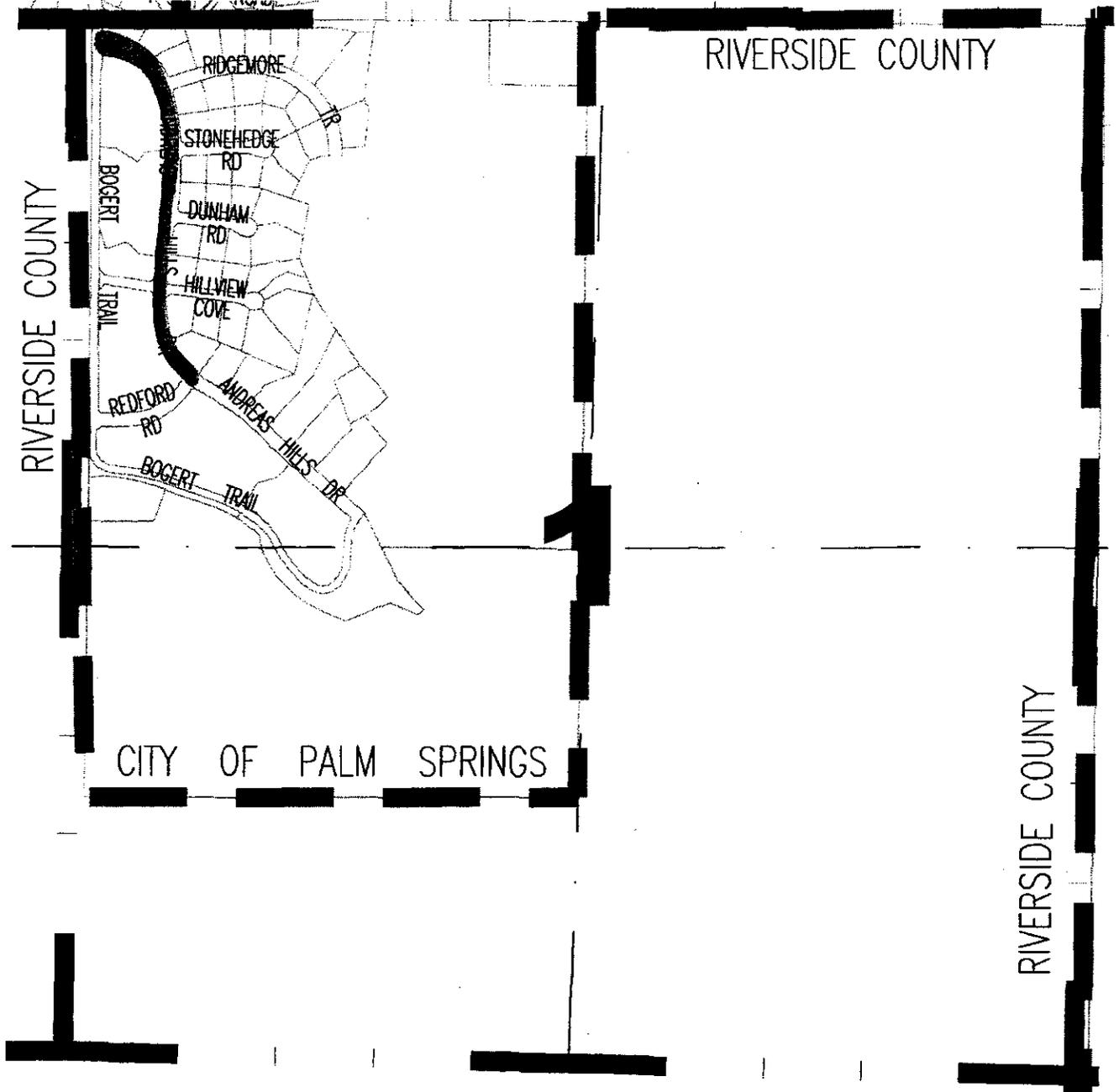
\$500K FOR 2013 SLURRY ROAD REHAB - PCI RANGE 80-99 (3.3M BUDGET)

				Length	Width	Area	Area	Units	PCI
WHITewater CLUB DRIVE	1-4-4-155	VERONA ROAD	VIA ESCUELA	1,263.00	32	40,416	SqFt	80	
WHITewater CLUB DRIVE	1-4-4-160	VIA ESCUELA	VISTA CHINO	1,271.00	32	40,672	SqFt	80	
VENETIA ROAD	1-4-4-180	VIMINAL ROAD	VOLTURNO ROAD	925	24	22,200	SqFt	80	
VALENCIA ROAD	1-4-4-185	VOLTURNO ROAD	VIMINAL ROAD	921	24	22,104	SqFt	77	
VENTURA ROAD	1-4-4-190	VIMINAL ROAD	VOLTURNO ROAD	924	24	22,176	SqFt	80	
VINCENTIA ROAD	1-4-4-225	VOLTURNO ROAD	VIMINAL ROAD	937	24	22,488	SqFt	80	
VIMINAL ROAD	1-4-4-230	VINCENTIA ROAD	VIA ESCUELA	989	24	23,736	SqFt	80	
WEST ACACIA ROAD	1-4-4-315	MAGNOLIA ROAD	VIA ESCUELA	620	24	14,880	SqFt	80	
ACACIA ROAD	1-4-4-310	VICTORIA ROAD	MAGNOLIA ROAD	240	24	5,760	SqFt	86	
EAST ACACIA ROAD	1-4-4-305	VIA ESCUELA	VICTORIA ROAD	615	24	14,760	SqFt	83	
WEST NICOLA ROAD	1-4-4-360	DEBORAH ROAD	VIA ESCUELA	625	24	15,000	SqFt	80	
NICOLA ROAD	1-4-4-355	SANDRA ROAD	DEBORAH ROAD	237	24	5,688	SqFt	83	
EAST NICOLA ROAD	1-4-4-350	VIA ESCUELA	SANDRA ROAD	614	24	14,736	SqFt	83	
VIA ESCUELA	1-4-4-440	SUNRISE WAY	FARRELL DRIVE	2,609.00	32	83,488	SqFt	80	
VIA ESCUELA	1-4-4-445	FARRELL DRIVE	130' E OF WHITewater	2,633.00	32	84,256	SqFt	80	
ANDREAS HILLS DRIVE	1-5-4-010	REDFORD DRIVE	BOGERT TRAIL	1,950.00	40	87,322	SqFt	80	
ANDREAS HILLS DRIVE	1-5-4-050	REDFORD DRIVE	BOGERT TRAIL	1,100.00	40	44,362	SqFt	80	
CABRILLO ROAD	3-4-4-355	VISTA GRANDE AVENUE	GIRASOL AVENUE	282	24	6,768	SqFt	76	
GIRASOL AVENUE	3-4-4-345	CABRILLO ROAD	VISTA GRANDE	975	23	23,386	SqFt	77	
GIRASOL COURT	3-4-4-390	GIRASOL AVENUE	W END	236	28	8,334	SqFt	80	
VISTA GRANDE AVENUE	3-4-4-350	GIRASOL AVENUE	CABRILLO ROAD	834	24	20,016	SqFt	79	
ALLEY @ JUNIPERO (P.C.C.)	3-4-4-384	VIAL OLIVERA	VIA ESCUELA	610	24	14,600	SqFt	80	
BIRD CENTER LANE	7-4-5-100	TACHEVAH DRIVE	N END	898	48	43,104	SqFt	80	
TACHEVAH DRIVE	7-4-5-105	GENE AUTRY TRAIL	BIRD CENTER LANE	503	48	24,144	SqFt	77	
CAMINO CENTRO	10-4-4-300	N VIA LAS PALMAS	S VIA LAS PALMAS	400	25	8,696	SqFt	80	
AVENIDA CABALLEROS	14-4-4-040	RAMON ROAD	TAHQUITZ CANYON WAY	2,565	60	147,600	SqFt	80	
AMADO ROAD	14-4-4-056	CALLE ENCILIA	CALLE EL SEGUNDO	575	60	34,500	SqFt	80	
ANDREAS ROAD	14-4-4-185	CALLE ENCILIA	CALLE EL SEGUNDO	512	60	30,720	SqFt	80	
ANDREAS ROAD	14-4-4-190	CALLE EL SEGUNDO	CALLE ALVARADO	705	23	16,215	SqFt	80	
19TH AVENUE	15-3-4-001	500' WEST OF INDIAN AVENUE	WEST END	2,073.00	30	62,190	SqFt	80	
MCLANE STREET	15-3-4-020	ORR WAY	19TH AVENUE	1,291	52	67,132	SqFt	91	
NEWHALL STREET	15-3-4-025	ORR WAY	19TH AVENUE	1,257	52	65,364	SqFt	91	
RUPPERT STREET	15-3-4-030	20TH AVENUE	19TH AVENUE	1,692	60	101,520	SqFt	91	
ORR WAY	15-3-4-035	NEWHALL STREET	MCLANE STREET	2,573	52	133,796	SqFt	91	
CROSSLEY ROAD	20-4-5-005	34TH AVENUE	DINAH SHORE DRIVE	2,775.00	52	154,892	SqFt	80	
RAMON ROAD	20-4-5-100	GENE AUTRY ROAD	SAN LUIS REY DRIVE	1,277.00	80	101,896	SqFt	80	
CAMINO CALIDAD	22-4-4-000	RAMON ROAD	S END	460	31	17,206	SqFt	72	
BARONA ROAD	25-4-4-005	E PALM CANYON DRIVE	800' S OF E PALM CANYON DRIVE	800.00	60	48,000	SqFt	80	
BARONA ROAD	25-4-4-010	800' S OF E PALM CANYON DRIVE	130' N OF MORONGO TRAIL	350	44.5	15,575	SqFt	80	
BARONA ROAD	25-4-4-015	130' N OF MORONGO TRAIL	JACARANDA ROAD	1,280.00	29	37,120	SqFt	81	
BARONA ROAD	25-4-4-020	JACARANDA ROAD	S END	830	31	25,730	SqFt	80	
JACARANDA ROAD	25-4-4-025	BARONA ROAD	E END	1,140.00	36	42,597	SqFt	86	
CONCHO LANE	25-4-4-030	JACARANDA ROAD	N END	166	33	7,956	SqFt	80	
34TH AVENUE	20-4-5-115	GOLF CLUB DRIVE	260' W OF LAWRENCE STREET	1,570	28	43,960	SqFt	80	
MARGUERITE STREET	29-4-5-025	34TH AVENUE	MARTHA STREET	1,280.00	32	39,742	SqFt	80	
MARTHA STREET	29-4-5-030	MARGUERITE STREET	LAWRENCE STREET	355	32	12,032	SqFt	76	
LAWRENCE STREET	29-4-5-035	MARTHA STREET	34TH AVENUE	1,280.00	32	39,742	SqFt	80	
BOB O' LINK LANE	29-4-5-065	BRENTWOOD DRIVE	CHERRY HILLS DRIVE	2,190.00	32	70,102	SqFt	80	
CHEROKEE WAY	30-4-5-045	E PALM CANYON DRIVE	MATTHEW DRIVE	930	46	41,427	SqFt	80	
						2,070,106	SqFt	81	
								Avg PCI	

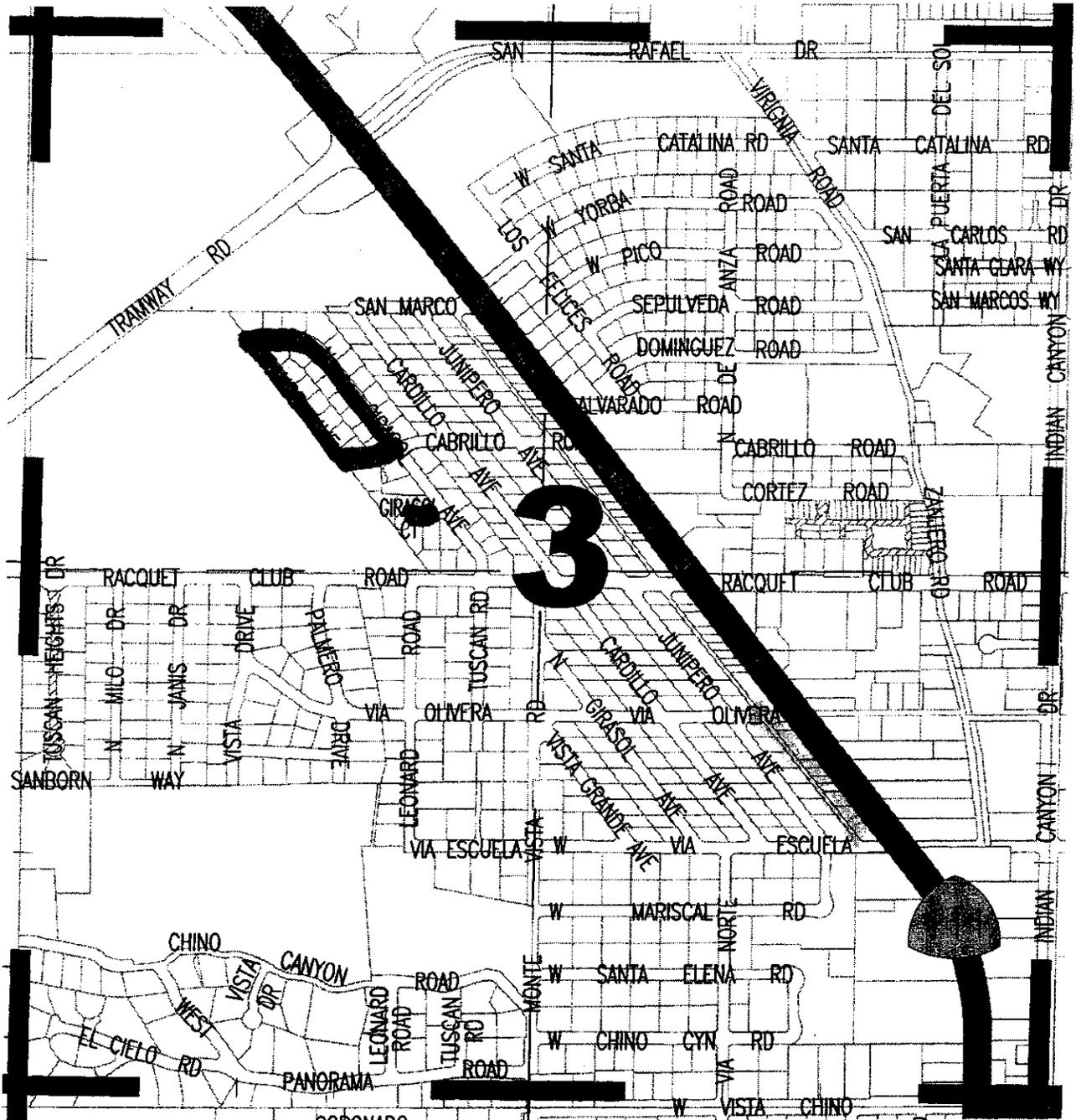
CITY OF PALM SPRINGS
SECTION 1-T4S-R4E



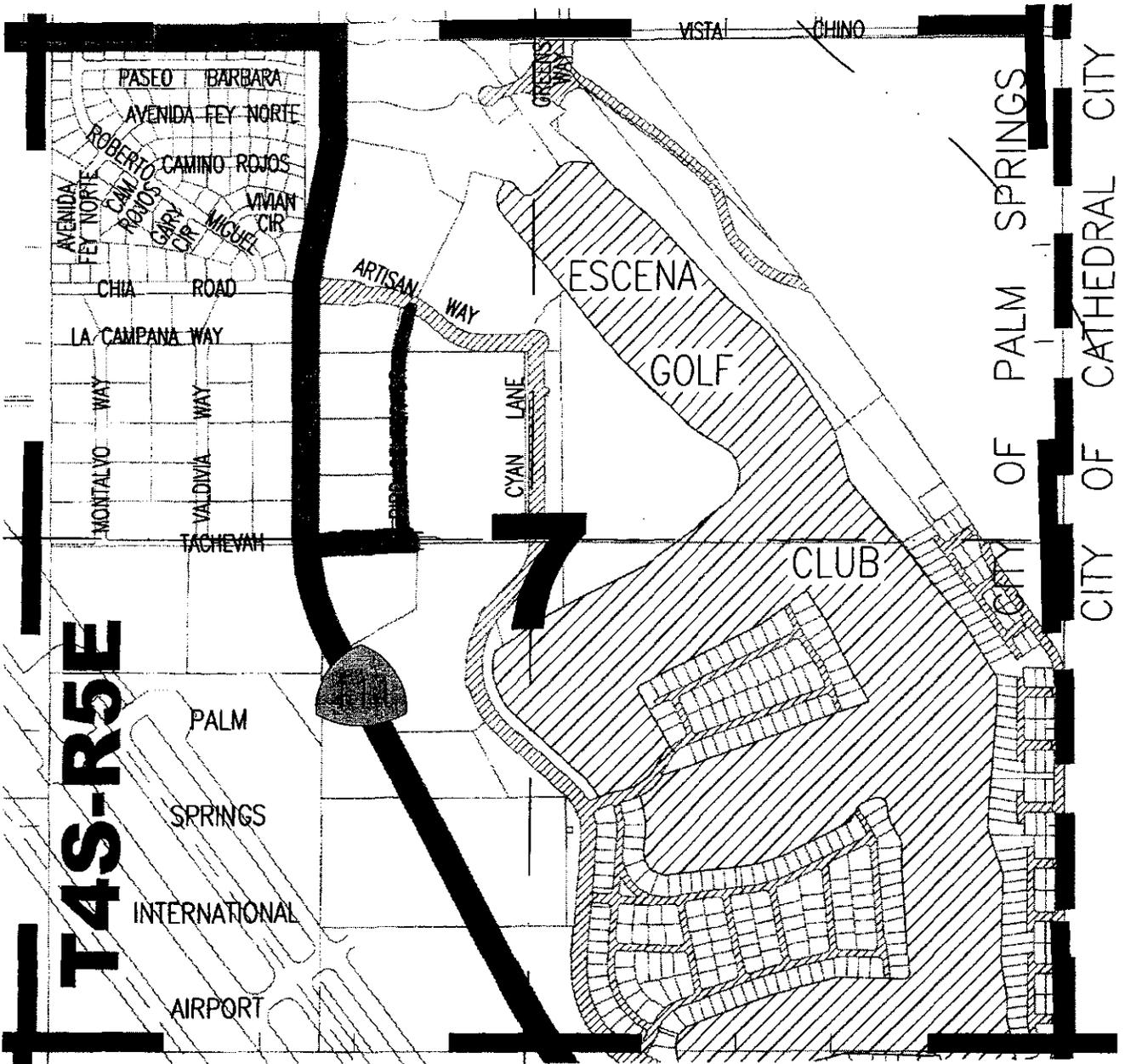
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SECTION 1-T5S-R4E



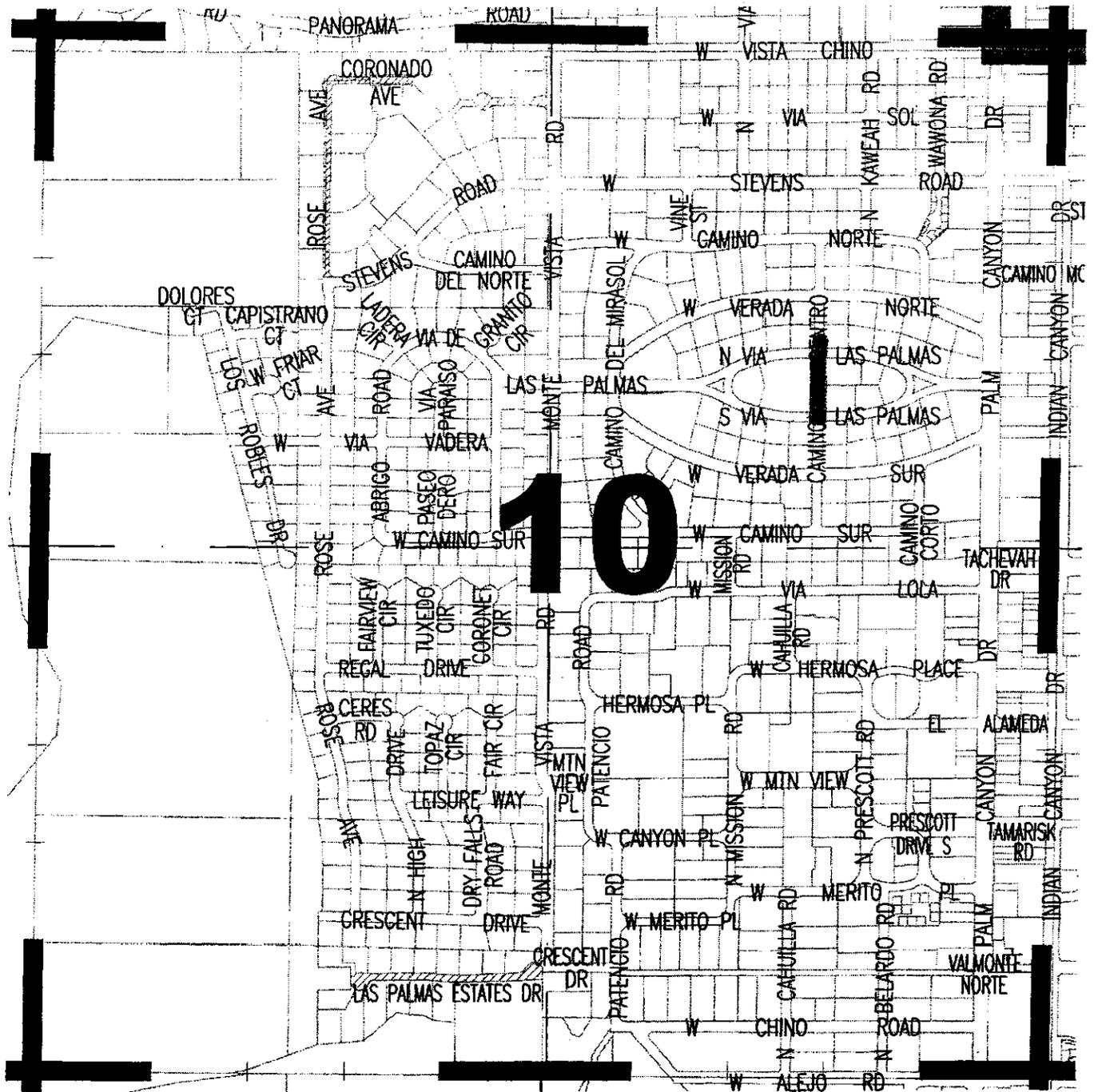
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SECTION 3-T4S-R4E



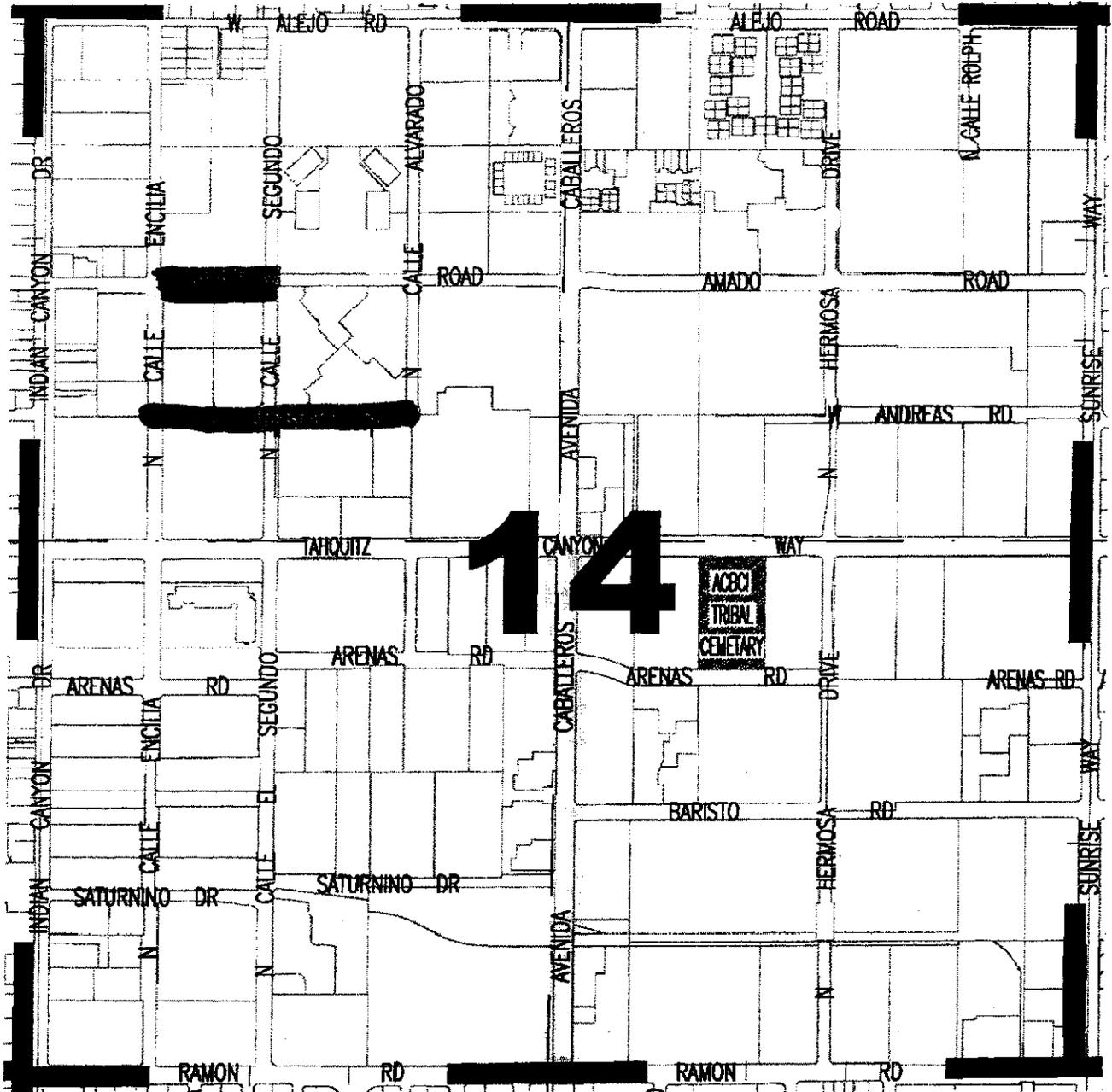
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SECTION 7-T4S-R4E



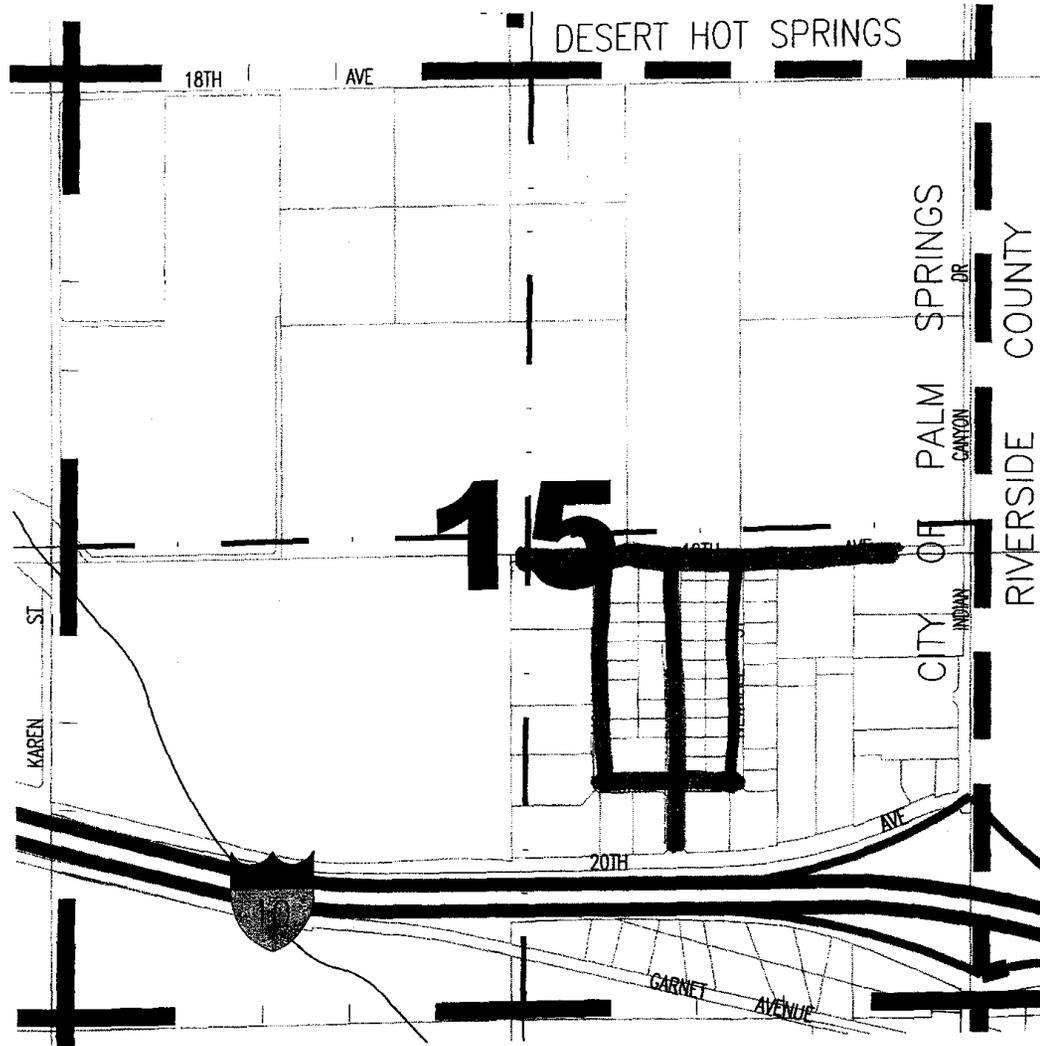
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SECTION 10-T4S-R4E



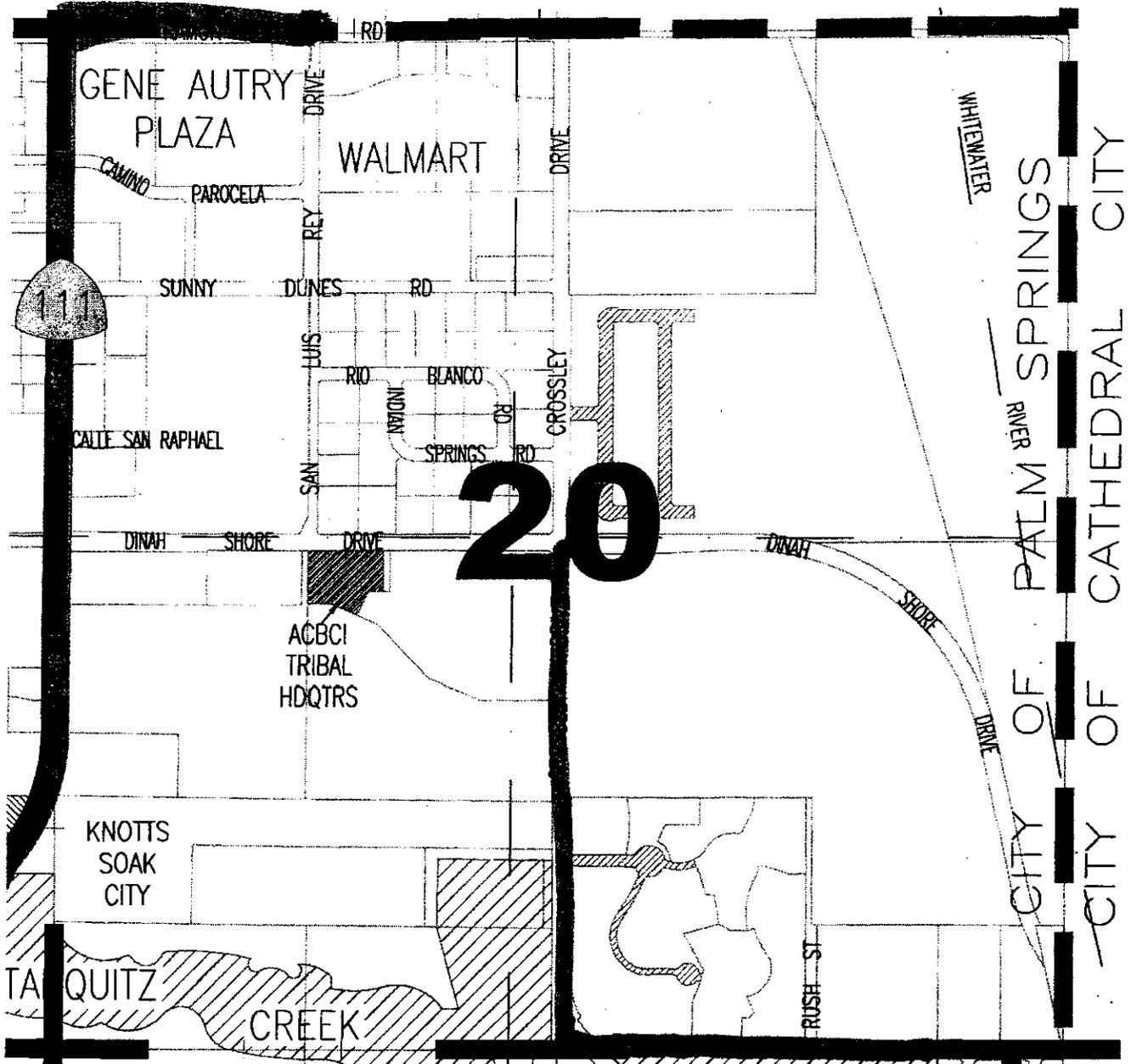
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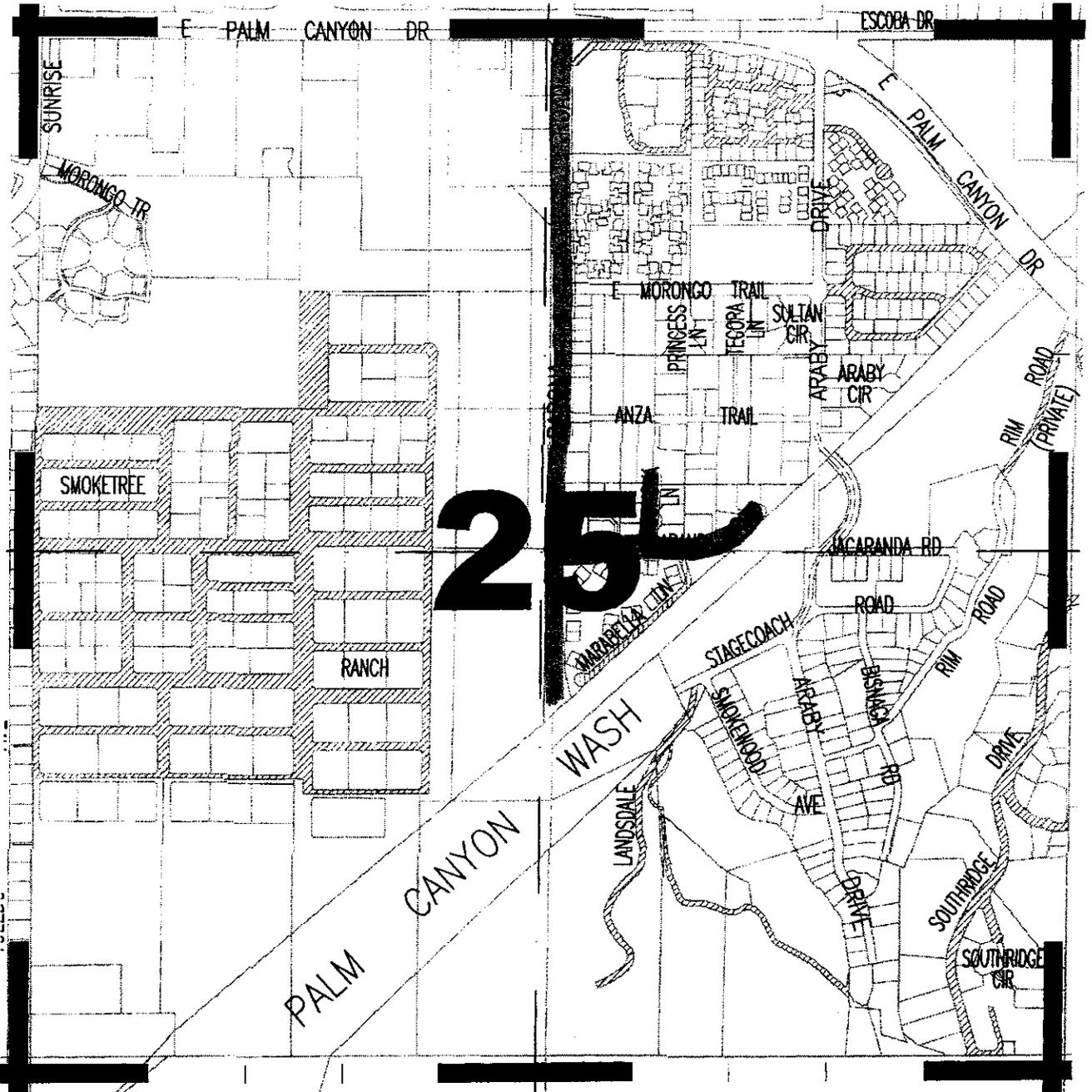
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SECTION 15-T3S-R4E



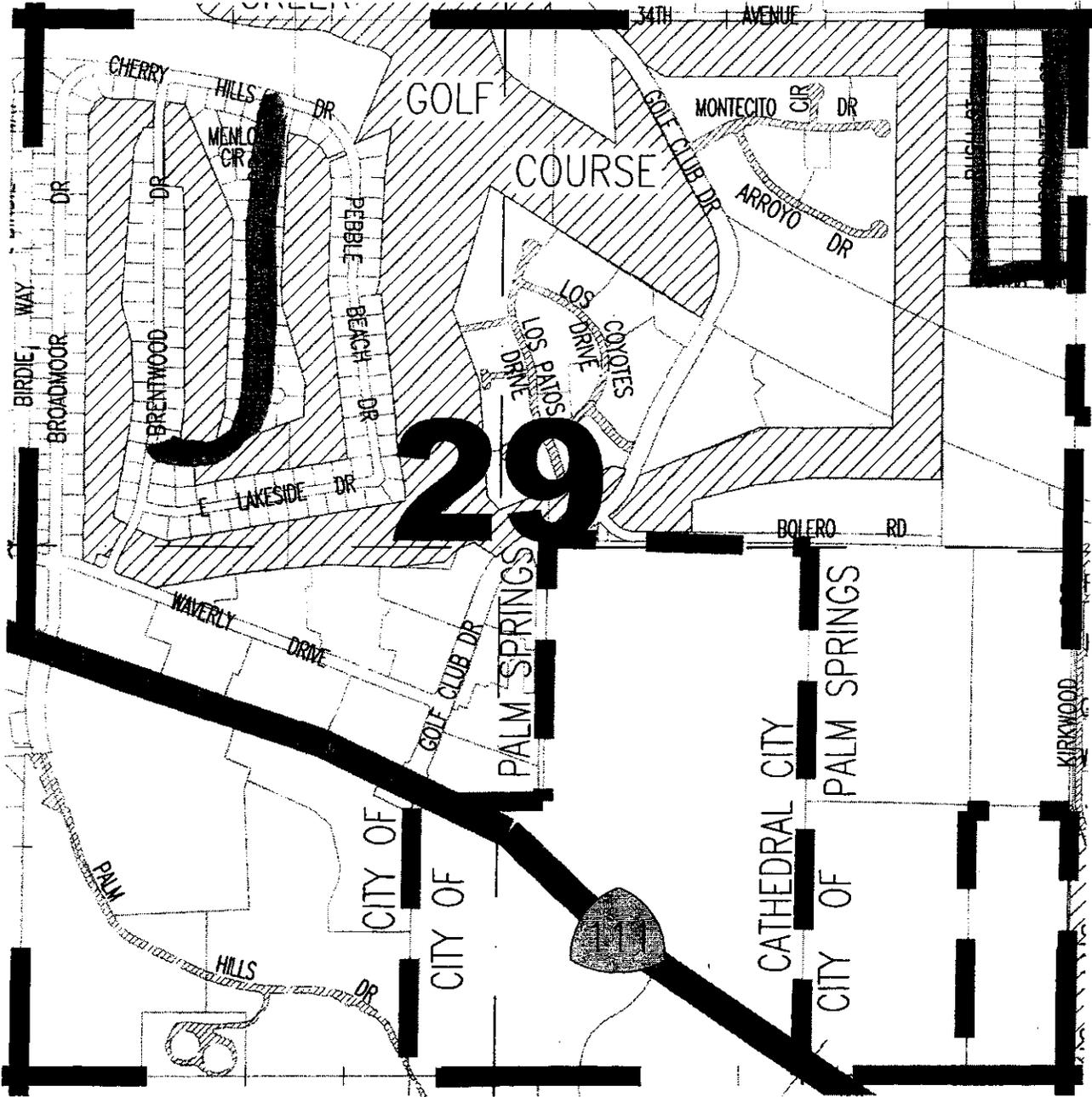
CITY OF PALM SPRINGS
SECTION 20-T4S-R5E



CITY OF PALM SPRINGS
SECTION 25-T4S-R4E



CITY OF PALM SPRINGS
SECTION 29-T4S-R5E



CITY OF PALM SPRINGS
SECTION 30-T4S-R5E

