



City Council Staff Report

Date: January 19, 2011 CONSENT CALENDAR

Subject: AWARD OF CONTRACT FOR THE 2010/2011 ANNUAL SLURRY SEAL,
CITY PROJECT 10-09

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works and Engineering Department schedules an annual slurry seal of various City streets. It is intended that every City street receive a slurry seal approximately every 5 to 7 years. Award of this contract will allow staff to proceed with this annual street maintenance program.

RECOMMENDATION:

- 1) Approve Agreement No. _____ in the amount of \$423,313.20 with Bond Blacktop, Inc., for the 2010/2011 Annual Slurry Seal, City Project 10-09; 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 Slurry Seal Program on various City streets. The intention of the Slurry Seal Program is to provide a slurry seal within 5 to 7 years on every City street. This year's slurry seal 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 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 3:00 p.m. on January 11, 2011, the Procurement and Contracting Division received construction bids from the following contractors:

ITEM NO. J.H.

1. Bond Blacktop, Inc.; Union City, CA; Bid: \$423,313.20
2. Intermountain Slurry Seal, Inc.; Watsonville, CA; Bid: 443,138.20
3. American Asphalt South, Inc.; Fontana, CA; Bid: \$444,099.38
4. Pavement Coatings Co.; Mira Loma, CA; Bid: \$485,015.90
5. Roy Allen Slurry Seal, Inc.; Santa Fe Springs, CA; Bid: \$501,076.40
6. Valley Slurry Seal Co.; West Sacramento, CA; Bid: \$593,455.16

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, none are from a prime contractor located within the Coachella Valley. Generally, the work sub-contracted in this project consisted of two trades: crack-sealing repairs and traffic striping work, and none of the listed sub-contractors in any of the 6 submitted bids are local firms. All bidders completed the City's Local Business Preference Program Good Faith Efforts bid form included in the Bid Documents. As this project is funded with local Measure A funds which must be used to their greatest advantage, staff recommends that the City Council waive any informality of compliance with the Local Business Preference Program, and authorize award to the lowest, responsive bid received from a non-local business enterprise.

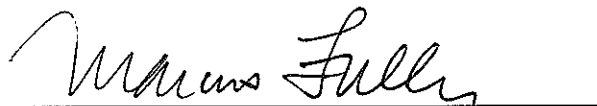
The Engineer's estimate for this project was \$450,000. The company is a California corporation, and its principal officer is Edward Dillon, President/Secretary/Treasurer.

FISCAL IMPACT:

Funding for this project is made available through local Measure A funds in account 134-4498-50100. No local miscellaneous General Funds are being used for this project.

SUBMITTED:

Prepared by:



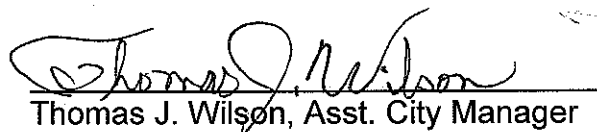
Marcus L. Fuller
Assistant Director of Public Works

Recommended by:

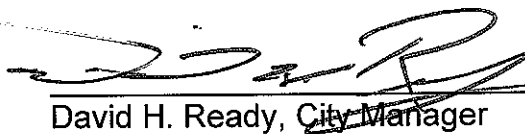


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



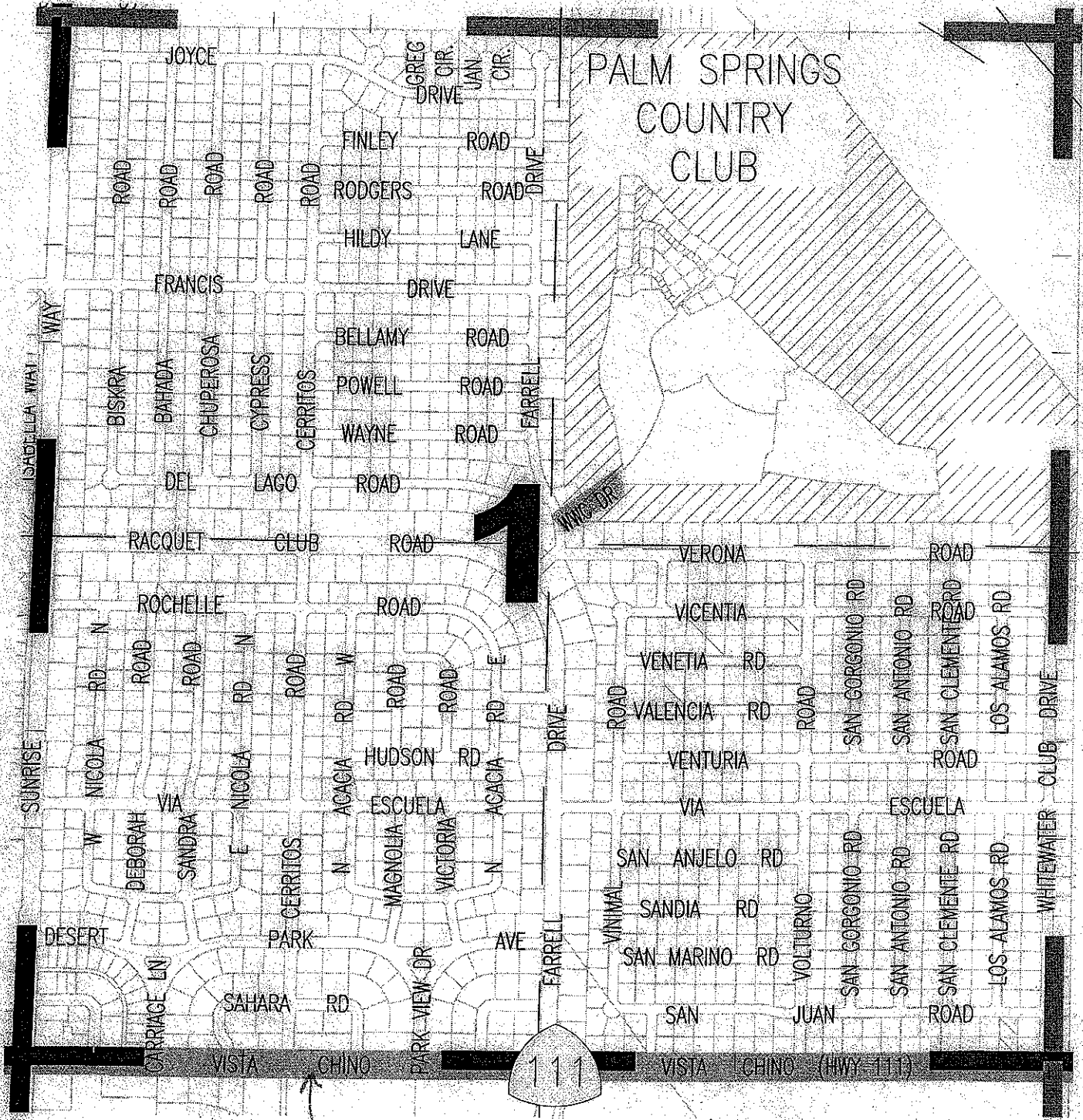
David H. Ready, City Manager

Attachments:

1. Street Listing and Maps
2. Agreement

Section ID	Name	From	To	Width	Length	True Area	Area Units
0144156	WHITWATER CLUB DR	FARRELL DR	Gate	32	124	4,046	SqFt
1144005	VIA MIRALESTE	VISTA CHINO	135' S. OF THE PALMS	32	1,295	52,146	SqFt
1144010	VIA MIRALESTE	135' S. OF THE PALMS	PASEO EL MIRADOR	61	517	30,906	SF
1144015	VIA MIRALESTE	PASEO EL MIRADOR	TACHEVAH DR	49	774	37,926	SF
1144020	VIA MIRALESTE	TACHEVAH DRIVE	318' S. OF TACHEVAH	60	318	19,080	SF
1144025	VIA MIRALESTE	318' S. OF TACHEVAH DRIVE	TAMARISK ROAD	46	955	43,930	SF
1144030	VIA MIRALESTE	TAMARISK ROAD	ALEJO ROAD	36	1,300	46,800	SF
1144040	TACHEVAH DR	INDIAN CANYON DR	VIA MIRALESTE	48	1,253	63,747	SF
1144045	TACHEVAH DR	VIA MIRALESTE	AVENIDA CABALLEROS	49	1,319	65,079	SF
1144065	TAMARISK ROAD	AVENIDA CABALLEROS	VIA MIRALESTE	37	1,304	48,248	SF
1144080	CHUCKWALLA ROAD	VIA MIRALESTE	AVENIDA CABALLEROS	37	1,275	46,188	SF
1144085	OPUNTIA ROAD	CHIA ROAD	CHUCKWALLA ROAD	33	622	20,526	SF
1144090	VAQUERO ROAD	CHUCKWALLA ROAD	CHIA ROAD	33	626	20,658	SF
1144095	RODEO ROAD	CHIA ROAD	CHUCKWALLA ROAD	33	623	20,559	SF
1144100	FIESTA ROAD	CHUCKWALLA ROAD	CHIA ROAD	33	626	20,658	SF
1144105	THE PALMS	VIA MIRALESTE	W END	25	512	14,895	SF
1144110	CHIA ROAD	VIA MIRALESTE	AVENIDA CABALLEROS	32	1,257	40,224	SF
1144115	COTTONWOOD ROAD	AVENIDA CABALLEROS	VIA MIRALESTE	33	1,278	42,174	SF
1144120	COTTONWOOD ROAD	VIA MIRALESTE	CHAPARRAL ROAD	33	822	27,126	SF
1144125	CHAPARRAL ROAD	VISTA CHINO	COTTONWOOD ROAD	32	479	13,032	SF
1144140	MEL AVENUE (PARTIAL)	VIA MIRALESTE	INDIAN CANYON DR	25	1,257	29,718	SF
1144150	STEVENS ROAD	INDIAN CANYON ROAD	AVENIDA PALOS VERDES	20	696	19,791	SF
1144175	PASEO EL MIRADOR	VIA MIRALESTE	AVENIDA CABALLEROS	37	1,268	46,916	SF
1144205	PASEO DE ANZA	PASEO EL MIRADOR	CHIA ROAD	28	529	13,644	SF
1144225	LINDA VISTA ROAD	PASEO EL MIRADOR	PASATIEMPO ROAD	33	904	29,832	SF
1144230	VIA DONNA	PASEO EL MIRADOR	DEEPAK ROAD	36	850	30,600	SF
1144235	DEEPAK ROAD	E END	W END	36	505	23,220	SF
1144240	DIANA CIRCLE	VIA DONNA	W END	36	214	10,314	SF
1144245	CHRISTINA WAY	VIA DONNA	N END	36	567	23,733	SF
1144250	SERENA CIRCLE	CHRISTINA WAY	N END	36	120	6,651	SF
1144255	OLIVE WAY	AVENIDA CABALLEROS	MARSHALL WAY	32	652	21,312	SF
1144260	MARSHALL WAY	OLIVE WAY	AVENIDA CABALLEROS	32	656	21,438	SF
1144280	HERMOSA DR	TACHEVAH DR	TAMARISK ROAD	37	1,298	44,964	SF
1144285	HERMOSA DR	TAMARISK ROAD	ALEJO ROAD	37	1,279	47,323	SF
1144300	BUENA VISTA DR	AVENIDA CABALLEROS	ARQUILLA ROAD	37	612	22,644	SF
1144305	BUENA VISTA DR	ARQUILLA ROAD	HERMOSA DR	37	618	22,866	SF
1144310	BUENA VISTA DR	HERMOSA DR	PASEO DE ANZA	37	618	22,788	SF
1144315	BUENA VISTA DR	PASEO DE ANZA	SUNRISE WAY	37	610	22,570	SF
1144320	SAN JACINTO WAY	SUNRISE WAY	PASEO DE ANZA	37	614	22,718	SF
1144325	SAN JACINTO WAY	PASEO DE ANZA	HERMOSA DR	37	616	22,792	SF
1144330	SAN JACINTO WAY	HERMOSA DR	ARQUILLA ROAD	37	622	23,014	SF
1144335	SAN JACINTO WAY	ARQUILLA ROAD	AVENIDA CABALLEROS	37	605	22,385	SF
1144360	VERBENA DR	SUNRISE WAY	PASEO DE ANZA	37	612	22,644	SF
1144365	VERBENA DR	PASEO DE ANZA	HERMOSA DR	37	616	22,792	SF
1144400	AVENIDA CABALLEROS	TACHEVAH DR	PASEO EL MIRADOR	46	845	39,051	SF
1144405	AVENIDA CABALLEROS	PASEO EL MIRADOR	VISTA CHINO	60	970	58,200	SF
1144410	VIA ALTAMIRA	AVENIDA CABALLEROS	ARQUILLA ROAD	36	615	22,140	SF
1144415	VIA ALTAMIRA	ARQUILLA ROAD	HERMOSA DR	36	615	22,140	SF
1144420	VIA COLUSA	HERMOSA DR	ARQUILLA ROAD	36	615	22,140	SF
1144425	VIA COLUSA	ARQUILLA ROAD	AVENIDA CABALLEROS	36	615	22,140	SF
1144430	PLAZA AMIGO	ALEJO ROAD	GRANVIA VALMONTE	36	618	22,248	SF
1144435	PLAZA AMIGO	GRANVIA VALMONTE	TAMARISK ROAD	36	621	22,356	SF
1144440	PASEO DE ANZA	TAMARISK ROAD	GRANVIA VALMONTE	36	620	22,320	SF
1144445	PASEO DE ANZA	GRANVIA VALMONTE	ALEJO ROAD	36	616	22,176	SF
1144450	CALLE ROLPH	ALEJO ROAD	GRANVIA VALMONTE	36	616	22,176	SF
1144455	CALLE ROLPH	GRANVIA VALMONTE	TAMARISK ROAD	36	620	22,320	SF
1144460	CALLE MARCUS	TAMARISK ROAD	GRANVIA VALMONT	36	620	22,320	SF
1144465	CALLE MARCUS	GRANVIA VALMONTE	ALEJO ROAD	36	616	22,176	SF
1144470	GRANVIA VALMONTE	SUNRISE WAY	HERMOSA DR	37	1,271	47,027	SF
1144475	GRANVIA VALMONTE	HERMOSA DR	ARQUILLA ROAD	37	615	22,755	SF
1144480	GRANVIA VALMONTE	ARQUILLA ROAD	AVENIDA CABALLEROS	37	613	22,681	SF
1144490	LOS NIETOS ROAD	ALEJO ROAD	GRANVIA VALMONTE	32	625	20,000	SF
1144540	AVENIDA OLIVOS	TAMARISK ROAD	320' S. OF TACHEVAH DR	25	959	21,984	SF
1344056	BARISTO ROAD	243' E. OF CL FARRELL DR	CIVIC DR	50	1,288	64,400	SF
1344205	ANDREAS ROAD	AIRLANE DR	LOUELLA ROAD	36	480	17,910	SF
1344210	ANDREAS ROAD	LOELLA ROAD	FARRELL DR	36	949	34,164	SF
						TOTAL	1,869,441 SF

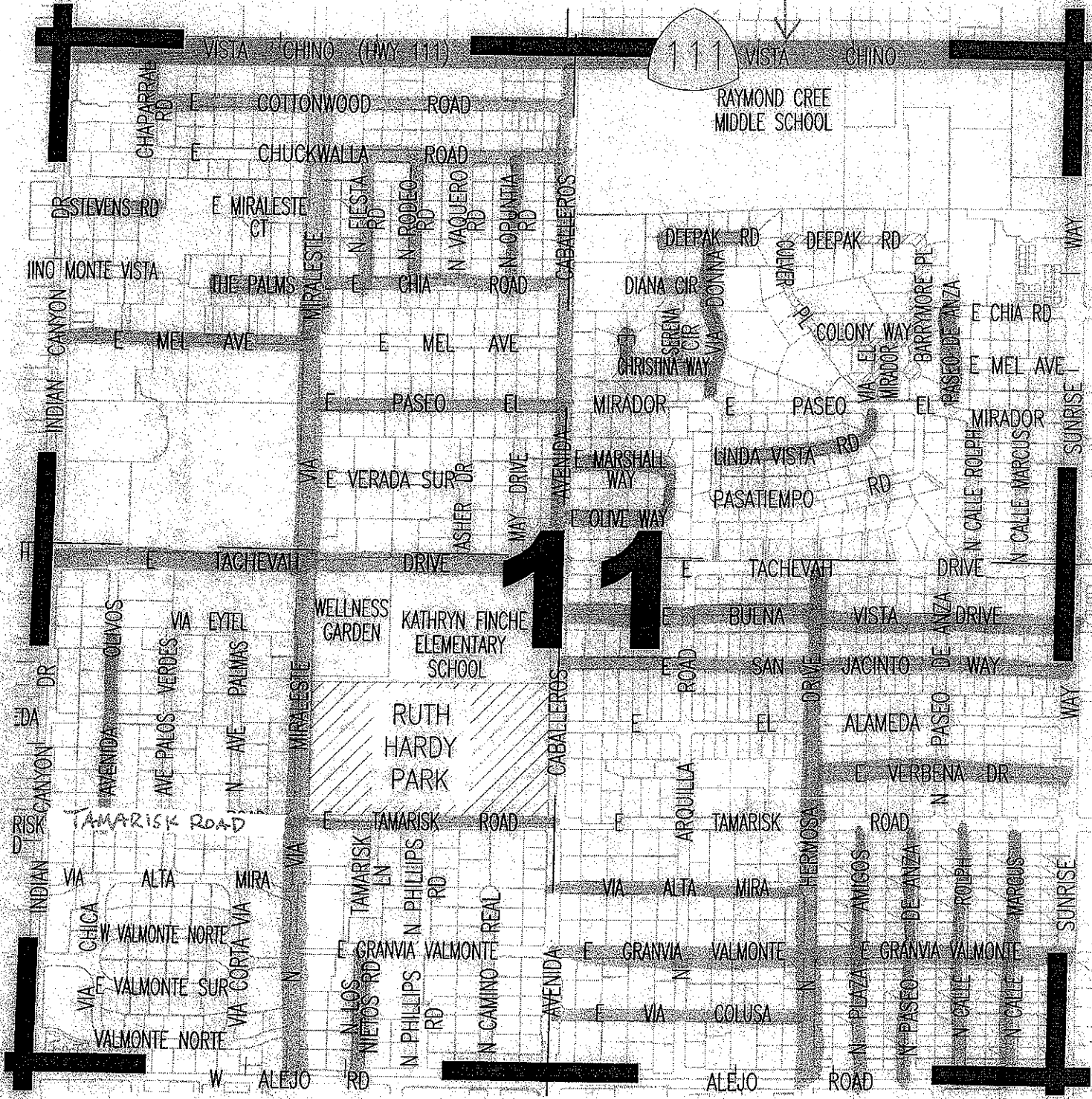
CITY OF PALM SPRINGS
SECTION 1-T4S-R4E



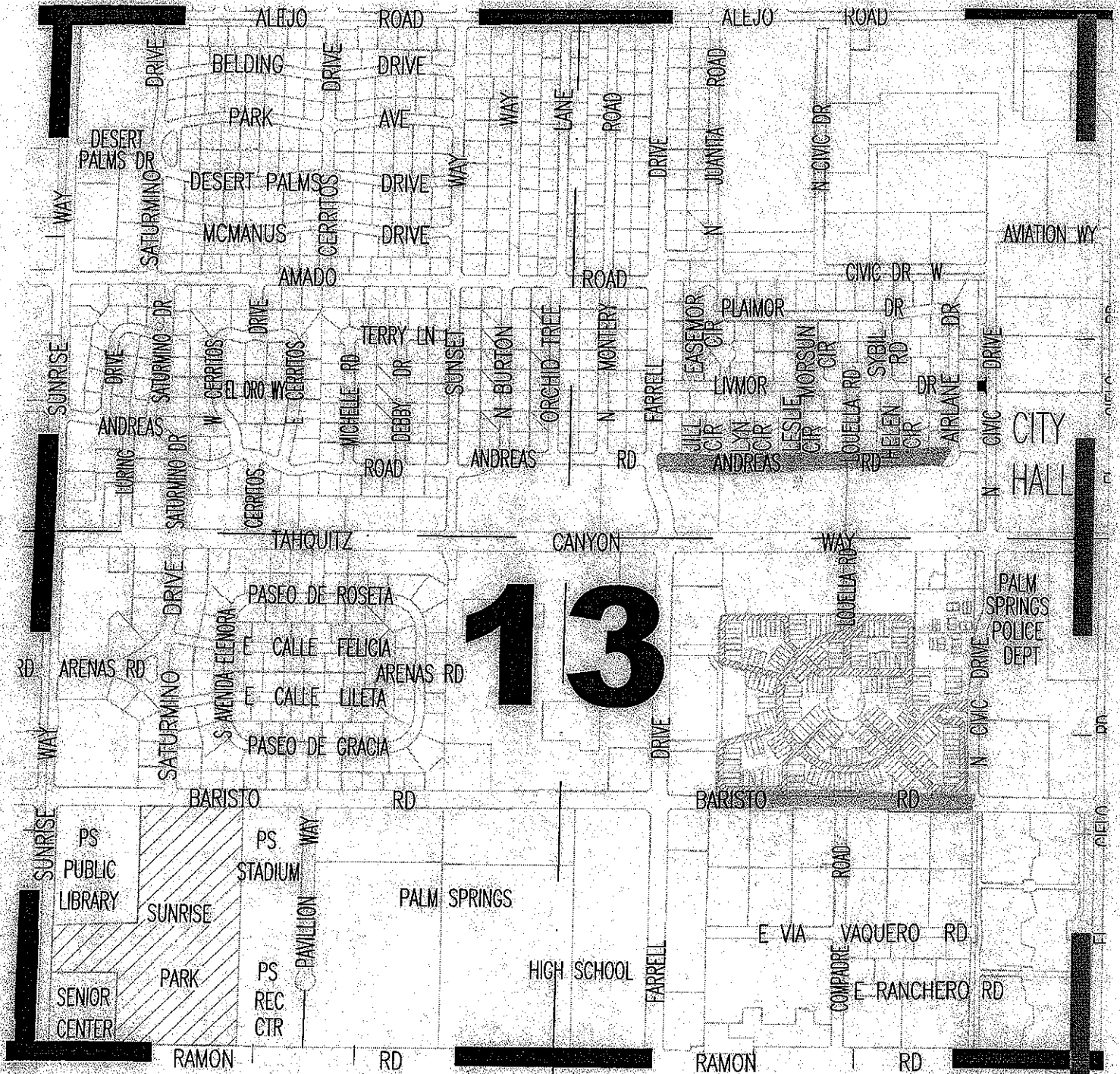
Vista Chino not included.

CITY OF PALM SPRINGS SECTION 11-T4S-R4E

Vista China
not included



CITY OF PALM SPRINGS SECTION 13-T4S-R4E



AGREEMENT

THIS AGREEMENT made this ____ day of _____, 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 Bond Blacktop, 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 SLURRY SEAL CITY PROJECT NO. 10-09

The Work is generally described as follows:

Installation of hot asphalt-rubber sealant material in designated pavement cracks on various streets; installation of asphalt concrete in designated pavement cracks on various streets; construction of Rubber Polymer Modified Slurry (RPMS) on various City streets in Sections 1, 11 and 13, Township 4 South, Range 4 East (as listed in the Appendix); traffic striping; and all appurtenant work

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. In executing the Agreement, the Contractor acknowledges it has reviewed the provisions of the Standard Specifications, as modified herein, related to liquidated damages, and has made itself aware of the actual loss incurred by the City due to the inability to complete the Work within the time specified in the Notice to Proceed.

ARTICLE 3 -- CONTRACT PRICE \$423,313.20

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 00 to 00, 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

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: Bond Blacktop, Inc. Check one: Individual Partnership Corporation
Address: 2828 Faber Street
Union City, CA 94587

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.

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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: