



City Council Staff Report

Date: May 16, 2012 CONSENT CALENDAR
Subject: 2011/2012 ANNUAL ASPHALT OVERLAY, CITY PROJECT 11-06
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 \$1,516,000 for the Alternative Bid Schedule, with Match Corporation, for the 2011/2012 Annual Asphalt Overlay, City Project 11-06; 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 include only major arterial streets, consisting of:

- N. Indian Canyon Dr. (Vista Chino to Alejo Rd)
- S. Palm Canyon Dr. (Mesquite Ave. to El Camino Way)
- Ramon Rd. (Indian Canyon Dr. to Sunrise Way)
- Farrell Dr. (Tahquitz Canyon Way to Computer Way)

A complete listing of streets and maps of these areas are included in Attachment 1.

On March 7, 2012, the City Council reviewed and approved the plans and specifications, and authorized staff to proceed with bidding. On March 14 and 21, 2012,

the project was advertised for bids, and at 3:00 p.m. on April 24, 2012, the Procurement and Contracting Division received construction bids from the following contractors:

- | | |
|--|-------------|
| 1. Matich Corporation; San Bernardino, CA: | \$1,516,000 |
| 2. Hardy & Harper, Inc.; Santa Ana, CA: | \$1,577,000 |
| 3. Granite Construction; Watsonville, CA: | \$1,698,698 |

The engineer's estimate was \$1,500,000.

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 3 bids received, none are from a prime contractor located within the Coachella Valley¹. The low bidder did demonstrate an effort to obtain local business participation, and is including the work of seven different sub-contractors as part of the contract. Therefore, it is staff's recommendation that Council determine the low bidder has demonstrated compliance with the Local Business Preference Program.

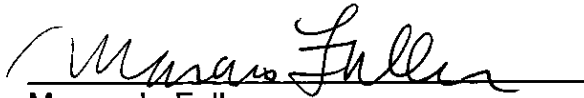
The low bidder is Matich Corporation, a California corporation, and its officers are: Stephen Matich, President; Randall Valadez, Vice President/Treasurer; Patrick Matich, Vice President/Corp. Secretary; and Robert Matich, Vice President/Engineering.

FISCAL IMPACT:

Funding for this project is made available through local Measure A funds in account 134-4498-50225; gas tax funds in account 133-4298-50225, and Proposition 42 funds in account 133-4298-50292.

¹ Although Granite Construction has a division office in Indio, the Granite Construction bid was submitted from their division office in Watsonville.

SUBMITTED:

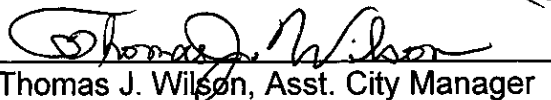


Marcus L. Fuller
Assistant Director of Public Works

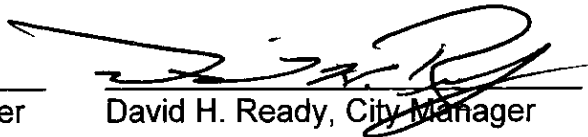


David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

Attachments:

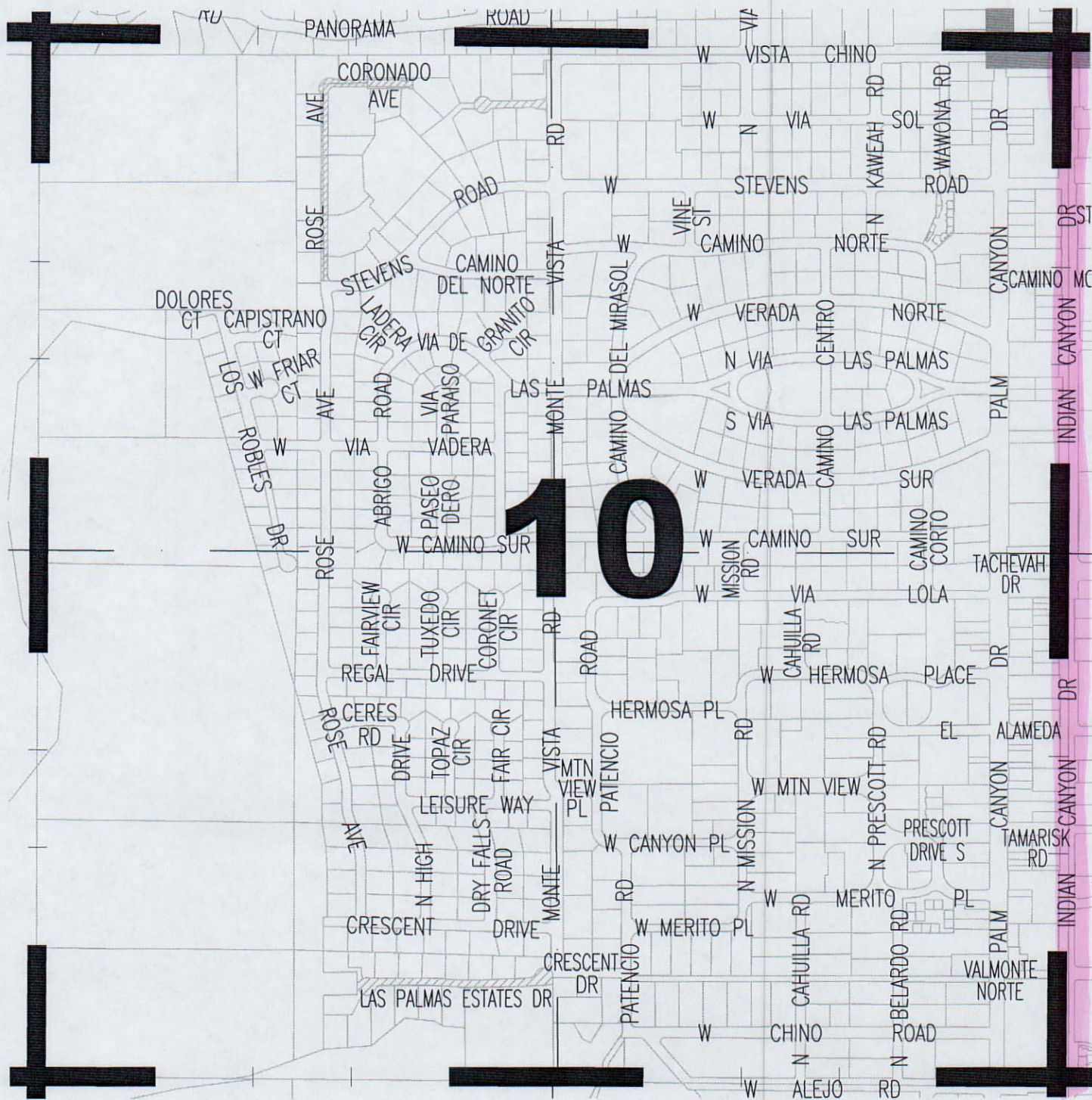
1. Street Listing and Maps
2. Agreement

Listing of Streets for 2011-2012 Overlay

Name	Section ID	From	To	Length	Width	Area SF
NORTH INDIAN CANYON DRIVE	1044050	ALEJO ROAD	TACHEVAH DRIVE	2,581	58	150,417
NORTH INDIAN CANYON DRIVE	1044055	TACHEVAH DRIVE	VISTA CHINO	2,722	72	182,034
SOUTH PALM CANYON DRIVE	2344661	MESQUITE AVENUE	MORONGO ROAD	961	60	57,654
SOUTH PALM CANYON DRIVE	2344662	MORONGO ROAD	OLANCHA DRIVE	1,710	60	95,895
SOUTH PALM CANYON DRIVE	2344663	OLANCHA DRIVE	E PALM CANYON DRIVE	350	60	31,205
SOUTH PALM CANYON DRIVE	2244075	S PALM CANYON DRIVE	EL CAMINO WAY	378	60	30,680
RAMON ROAD	2344190	INDIAN CANYON DRIVE	CALLE SEGUNDO	1,100	56	69,592
RAMON ROAD	2344191	CALLE SEGUNDO	AVENIDA CABALLEROS	1,500	62	89,298
RAMON ROAD	2344192	AVENIDA CABALLEROS	SUNRISE WAY	2,640	70	182,516
FARRELL DRIVE	1344005	TAHQUITZ CYN. WAY	ALEJO ROAD	2,630	61	160,430
FARRELL DRIVE	1244015	ALEJO ROAD	TAMARISK DRIVE	1,320	60	79,200
FARRELL DRIVE	1244010	TAMARISK DR.	225' NORTH of TAMARISK DR.	225	60	13,500

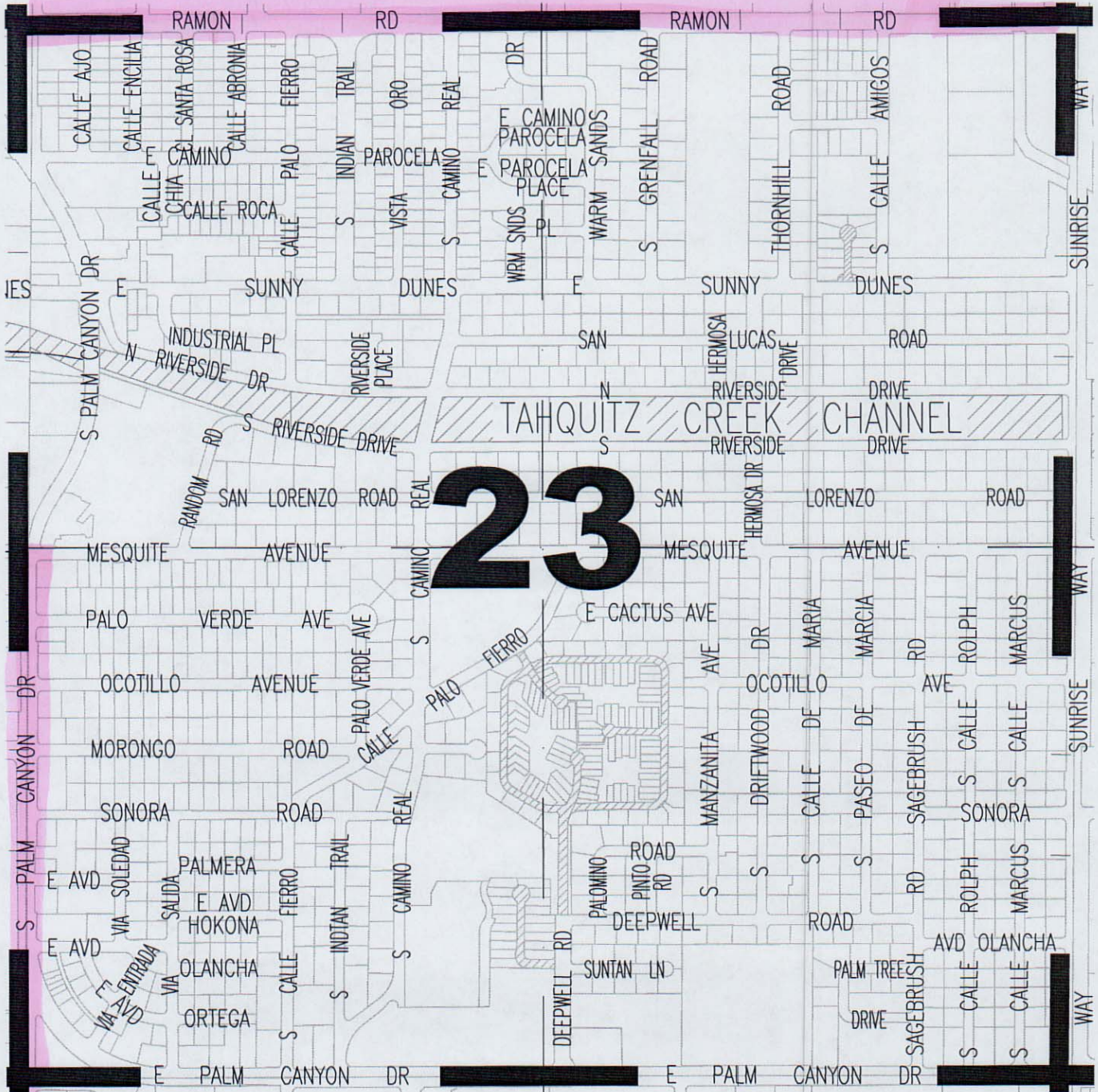
1,142,421

CITY OF PALM SPRINGS SECTION 10-T4S-R4E



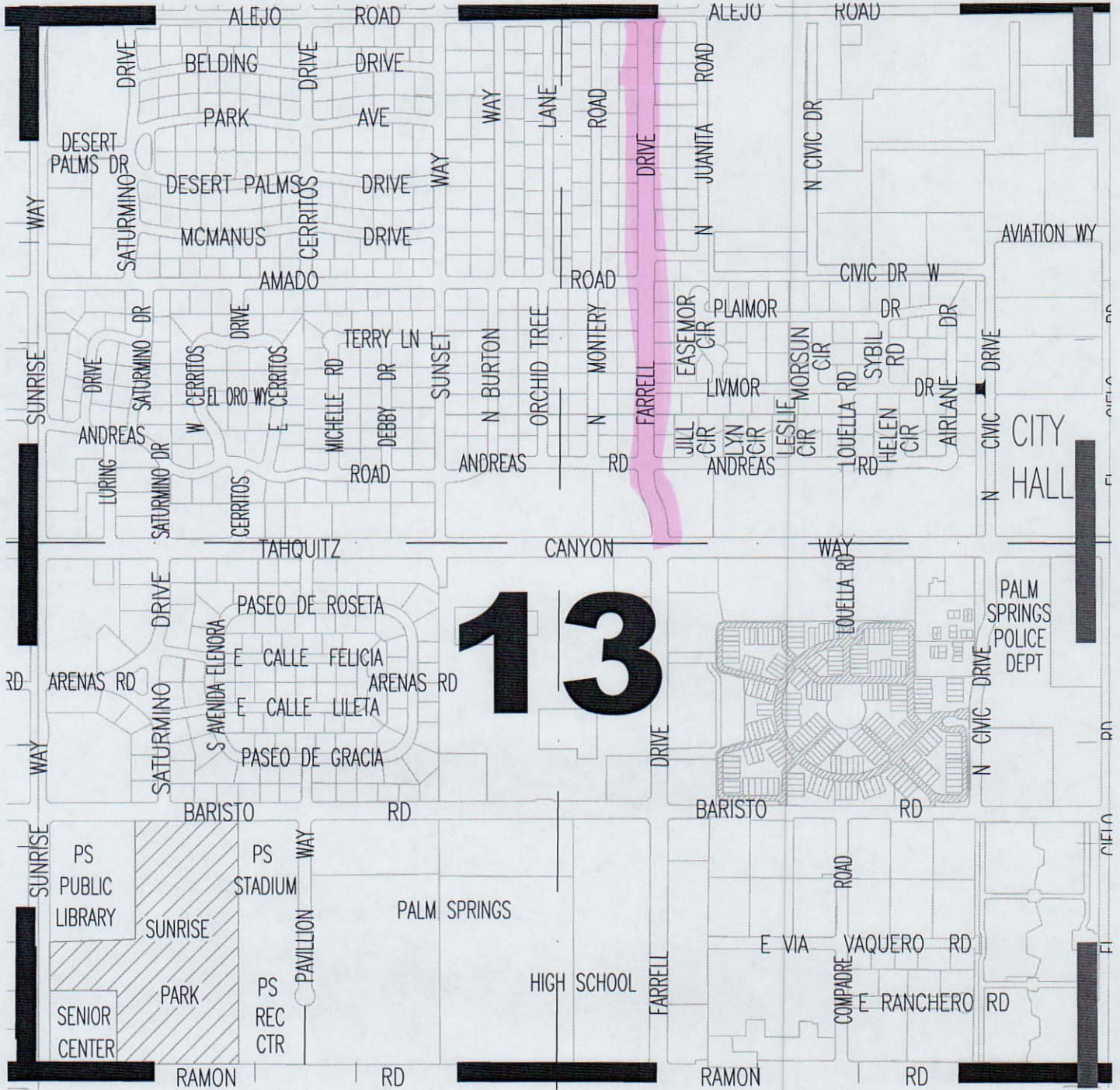
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CITY OF PALM SPRINGS
SECTION 23-T4S-R4E



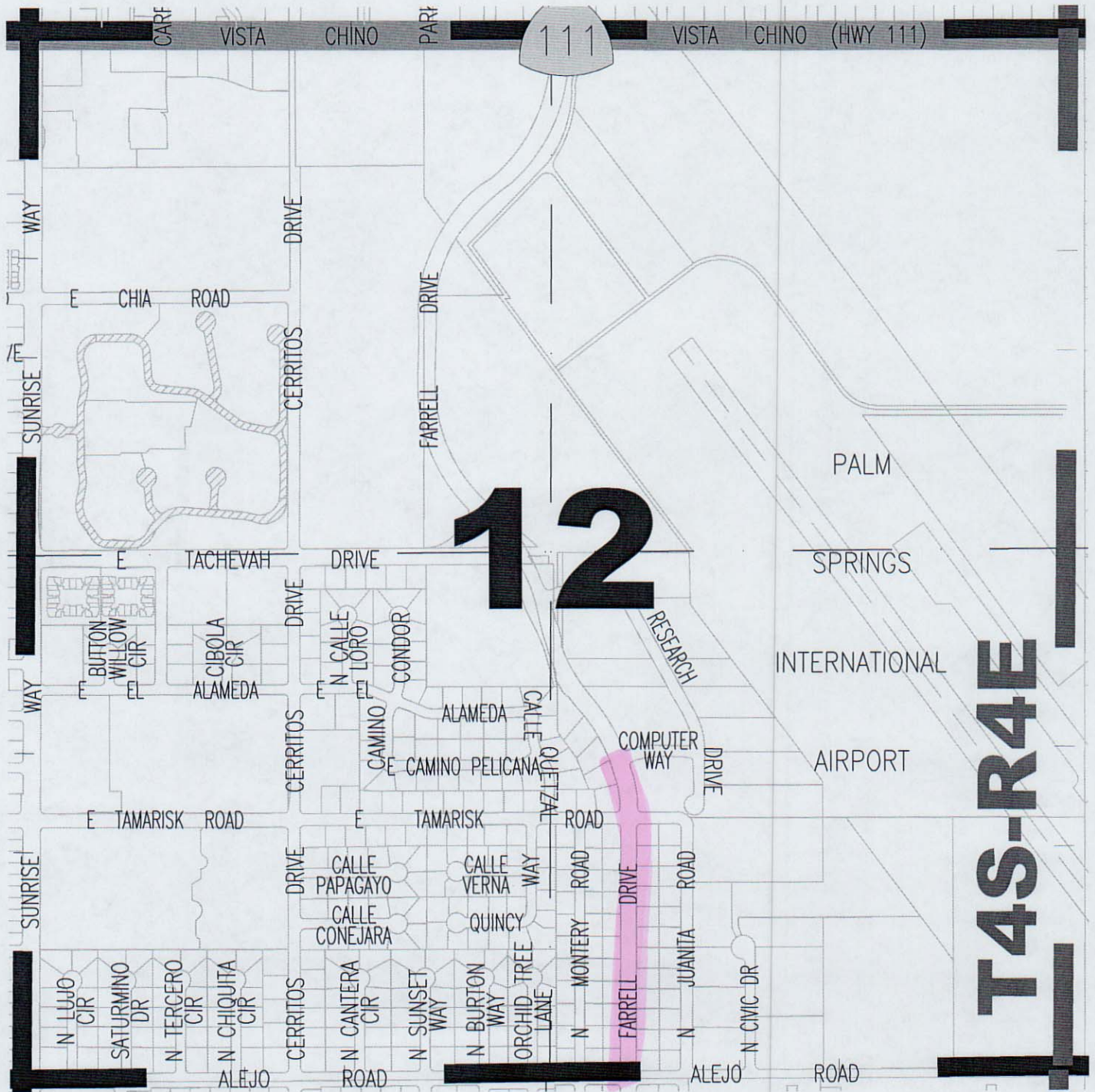
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CITY OF PALM SPRINGS
SECTION 13-T4S-R4E



Ac overlay = 

CITY OF PALM SPRINGS
SECTION 12-T4S-R4E



Ac overlay = 

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 Matich Corporation, 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:

2011/2012 ANNUAL ASPHALT OVERLAY CITY PROJECT NO. 11-06

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 geotextile fabric; construction of hot mix asphalt; installation of Type E inductive loop vehicle detectors; 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 **\$3,000** for each calendar day that expires after the time specified in Article 2, herein.

ARTICLE 3 -- CONTRACT PRICE

Alternative Bid Schedule: \$1,516,000.00

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

By _____
City Clerk

APPROVED BY THE CITY COUNCIL:

Date _____

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: Matich Corporation Check one: Individual Partnership Corporation
Address: 1596 Harry Sheppard Blvd.
San Bernardino, CA 92408

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.

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WITNESS my hand and official seal.

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Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: