



City Council Staff Report

Date: May 15, 2013

CONSENT CALENDAR

Subject: 2012/2013 ANNUAL SLURRY SEAL, CITY PROJECT 13-02

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 each City street receive a slurry seal approximately every 5 to 7 years. Award of this contract will allow staff to proceed with the annual street maintenance program, funded by Measure J.

RECOMMENDATION:

1. Find and determine the bid submitted by VSS International, Inc. as non-responsive pursuant to Palm Springs Municipal Code Section 7.09.030.
2. Approve Agreement No. ____ in the amount of \$544,296.02 for Bid Schedule B with Pavement Coatings Co., subject to expiration of the bid protest time period, for the 2012/2013 Annual Slurry Seal, City Project No. 13-02; and
3. 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 funded by Measure J. A complete listing of streets and maps of these areas are included in Attachment 1.

On March 6, 2013, the City Council reviewed and approved the plans and specifications, and authorized staff to proceed with bidding. On April 3, and 10, 2013, the project was advertised for bids, and at 3:00 p.m. on April 30, 2013, the Procurement and Contracting Division received construction bids from the following contractors:

- | | |
|---|--------------|
| 1. VSS International, Inc.; W Sacramento: | \$539,857.00 |
| 2. Pavement Coatings Co.; Jurupa Valley: | \$544,296.02 |
| 3. American Asphalt, South; Fontana: | \$623,460.70 |

ITEM NO. 50

4. All American Asphalt, Corona: \$729,474.60
The engineer's estimate was \$550,000.

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 four bids received, none are from a prime contractor located within the Coachella Valley.

The low bid was submitted by a firm that did not, in the opinion of the City Attorney and City Engineer, provide documentation of a good faith effort to subcontract with local firms as required by said section of the Municipal Code. They also did not fill in the percentage of work to be performed by the prime contractor as required on Bid Forms, page 6. The second low bidder did complete the good faith effort forms showing the steps taken to attempt to subcontract with local firms. Both bidders propose to use a local firm to provide aggregate for the project. Based on reasons noted above, staff is recommending award to the second low bidder.

The 2nd low bidder is Pavement Coatings Co., a California Corporation and its officers are: Doug Ford, President, Richard Gove, Secretary, and Bernard Hale, Treasurer.

FISCAL IMPACT:

Sufficient funds are available in Account No. 260-4493-50807

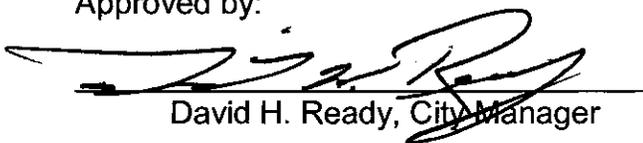
SUBMITTED:

Submitted by:



David J. Barakian
Director of Public Works/City Engineer

Approved by:



David H. Ready, City Manager

Attachments:

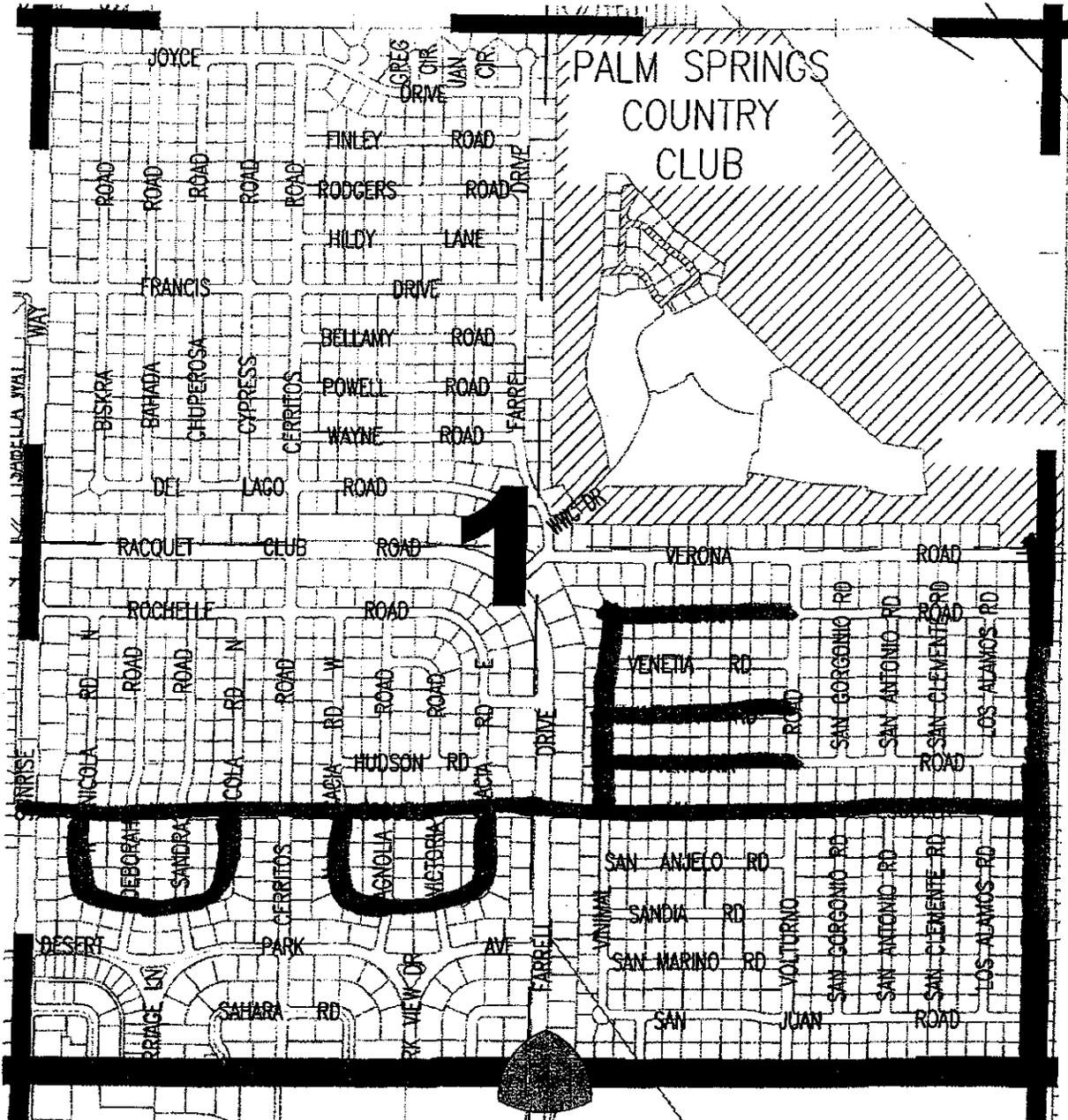
1. Agreement
2. Street listing and maps

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

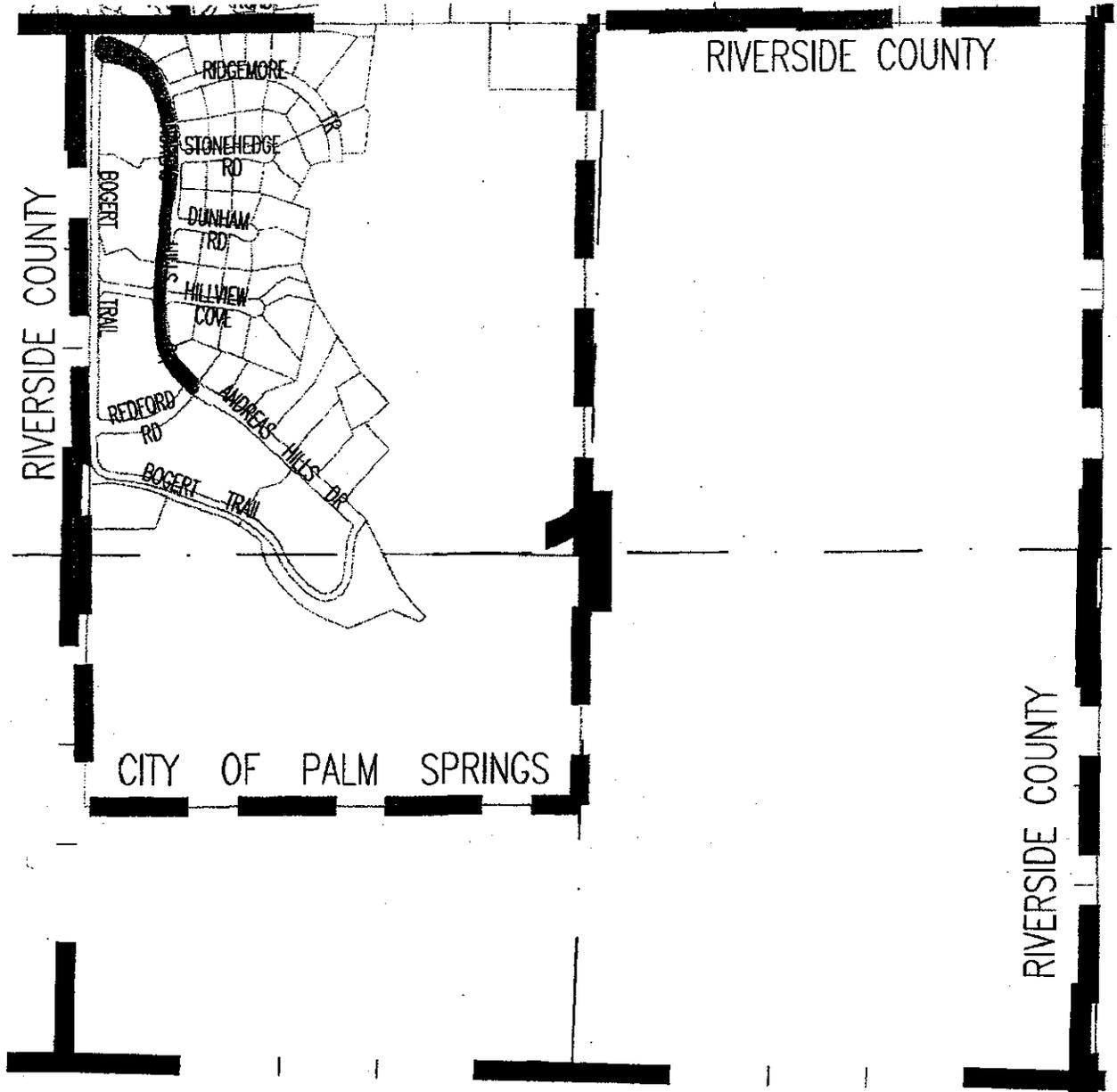
| Location | Project ID | Project Name | Project Name | Estimate | Length | Area | Unit | PCI |
|---------------------------|------------|-------------------------------|-------------------------------|----------|--------|-----------|------|-----|
| WHITEWATER CLUB DRIVE | 1-4-4-155 | VERONA ROAD | VIA 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 | 1-4-4-320 | 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

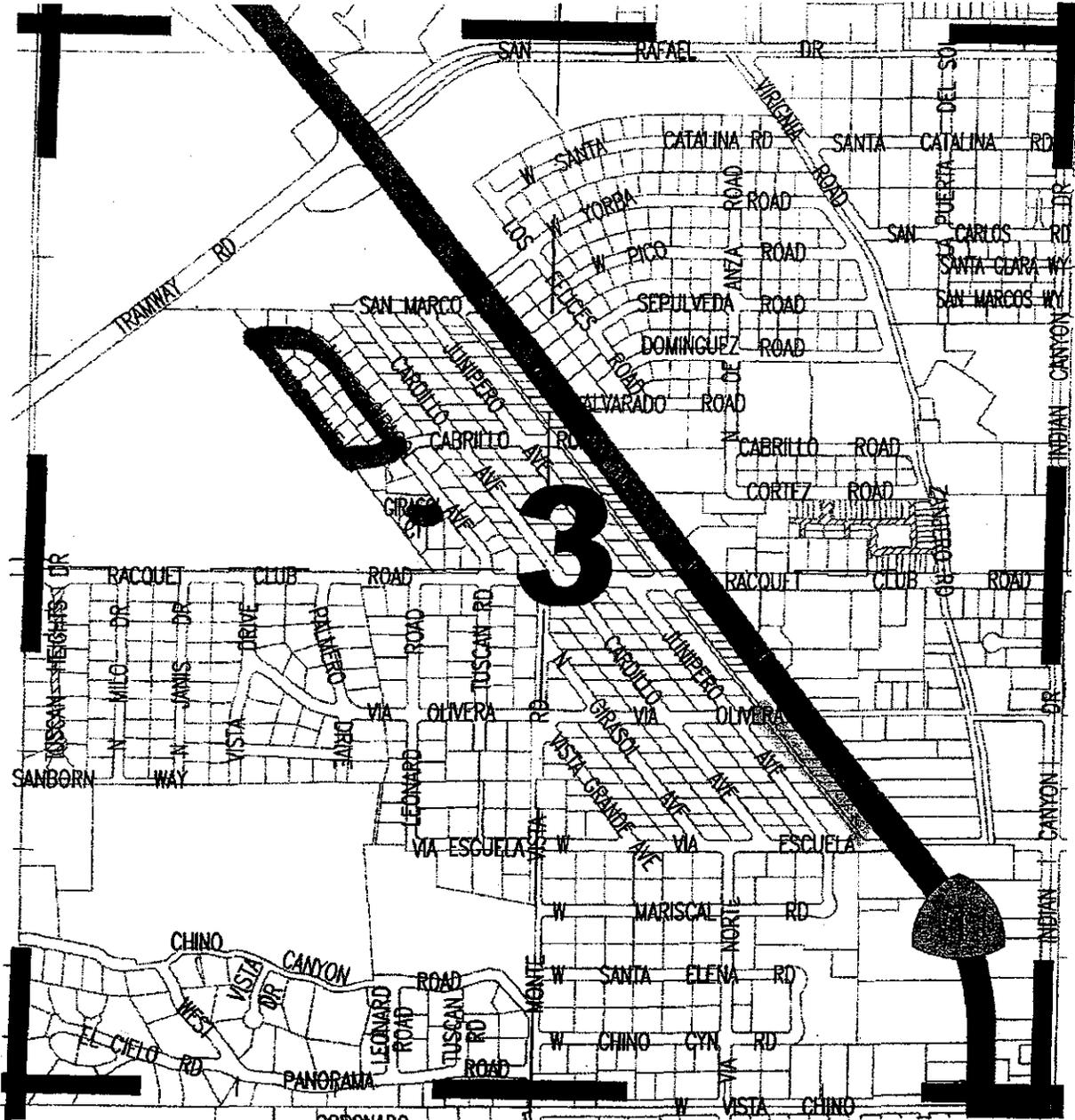
CITY OF PALM SPRINGS
SECTION 1-T4S-R4E



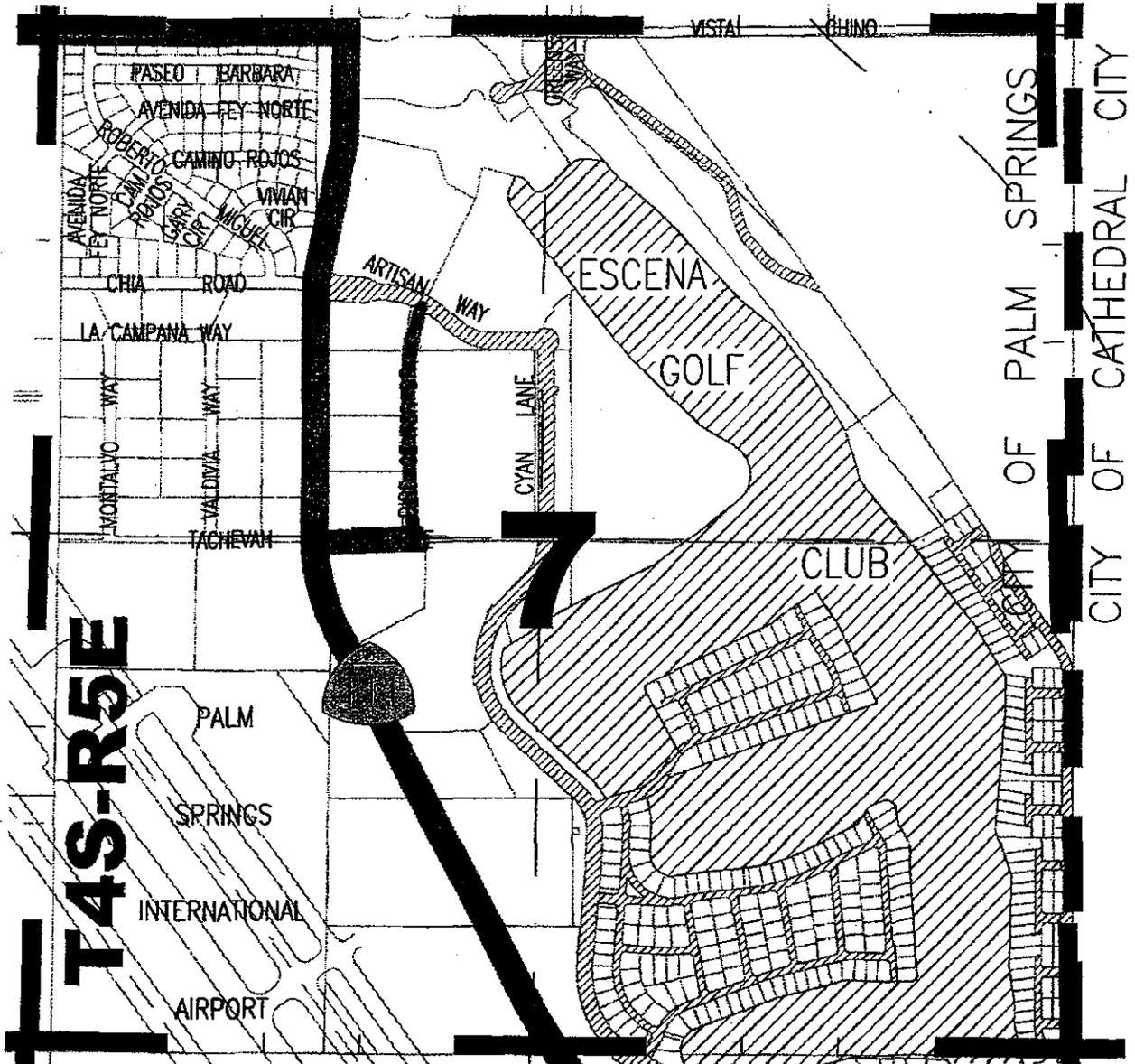
CITY OF PALM SPRINGS
SECTION 1-T5S-R4E



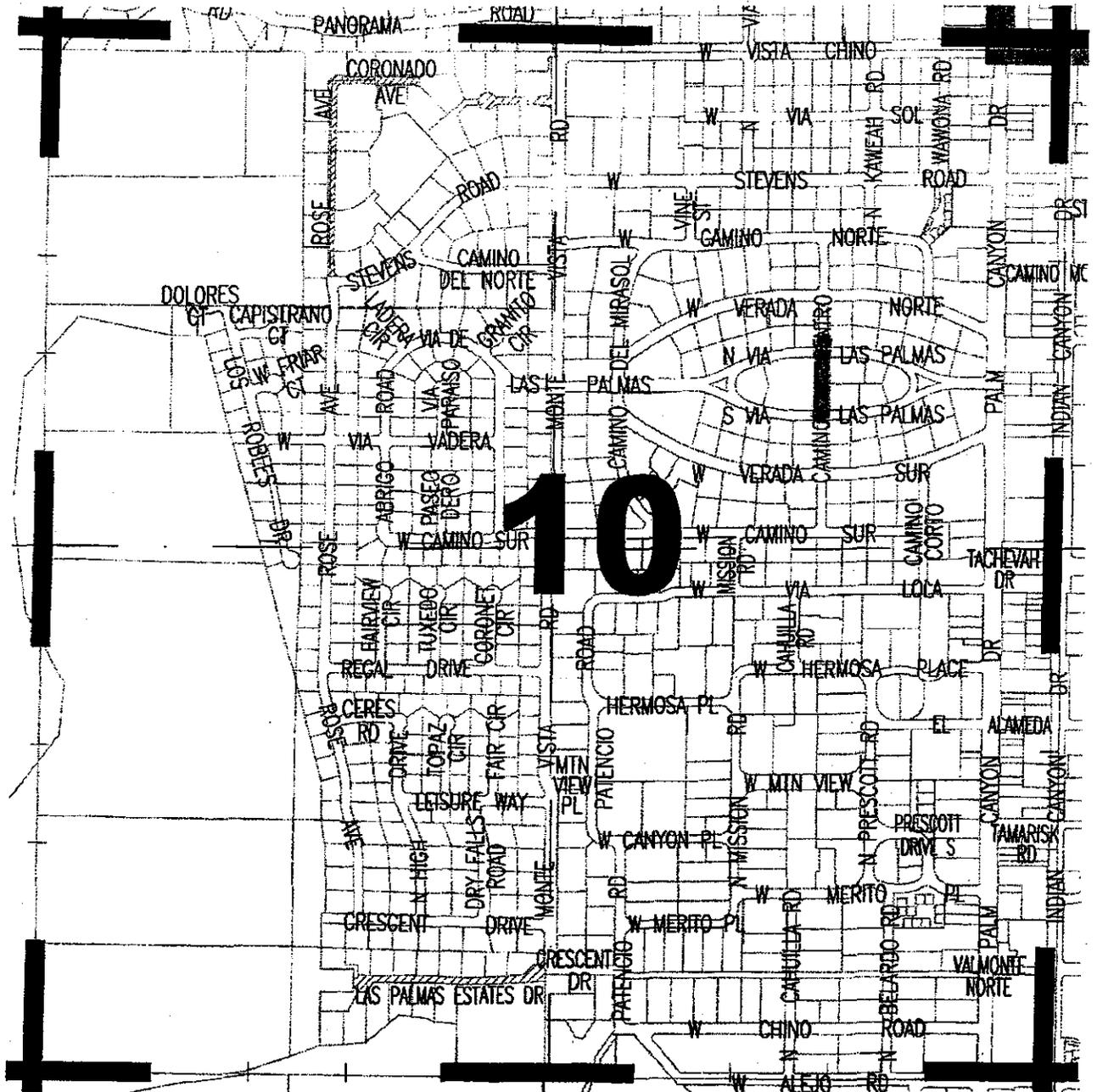
CITY OF PALM SPRINGS
SECTION 3-T4S-R4E



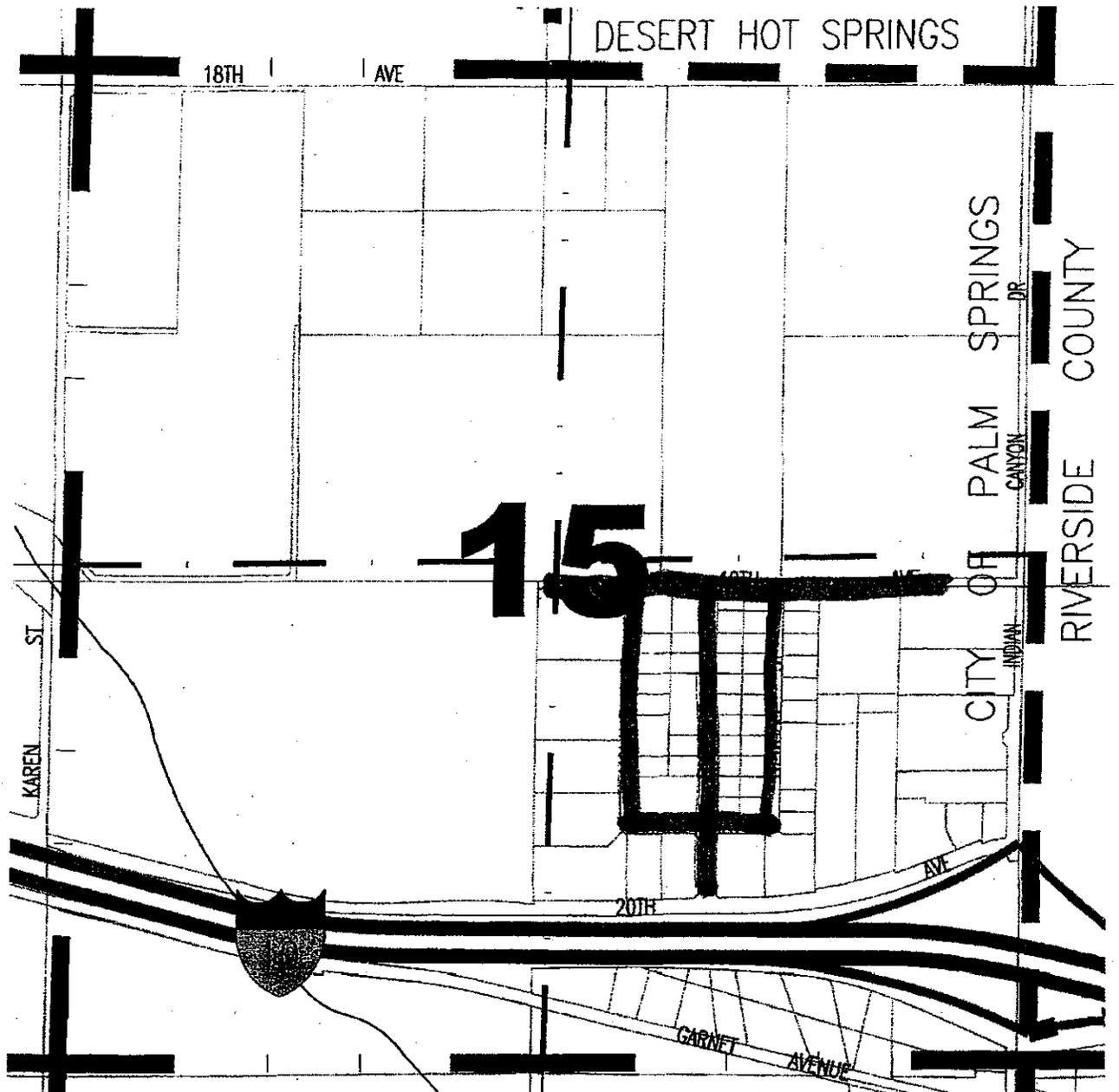
CITY OF PALM SPRINGS
SECTION 7-T4S-R4E



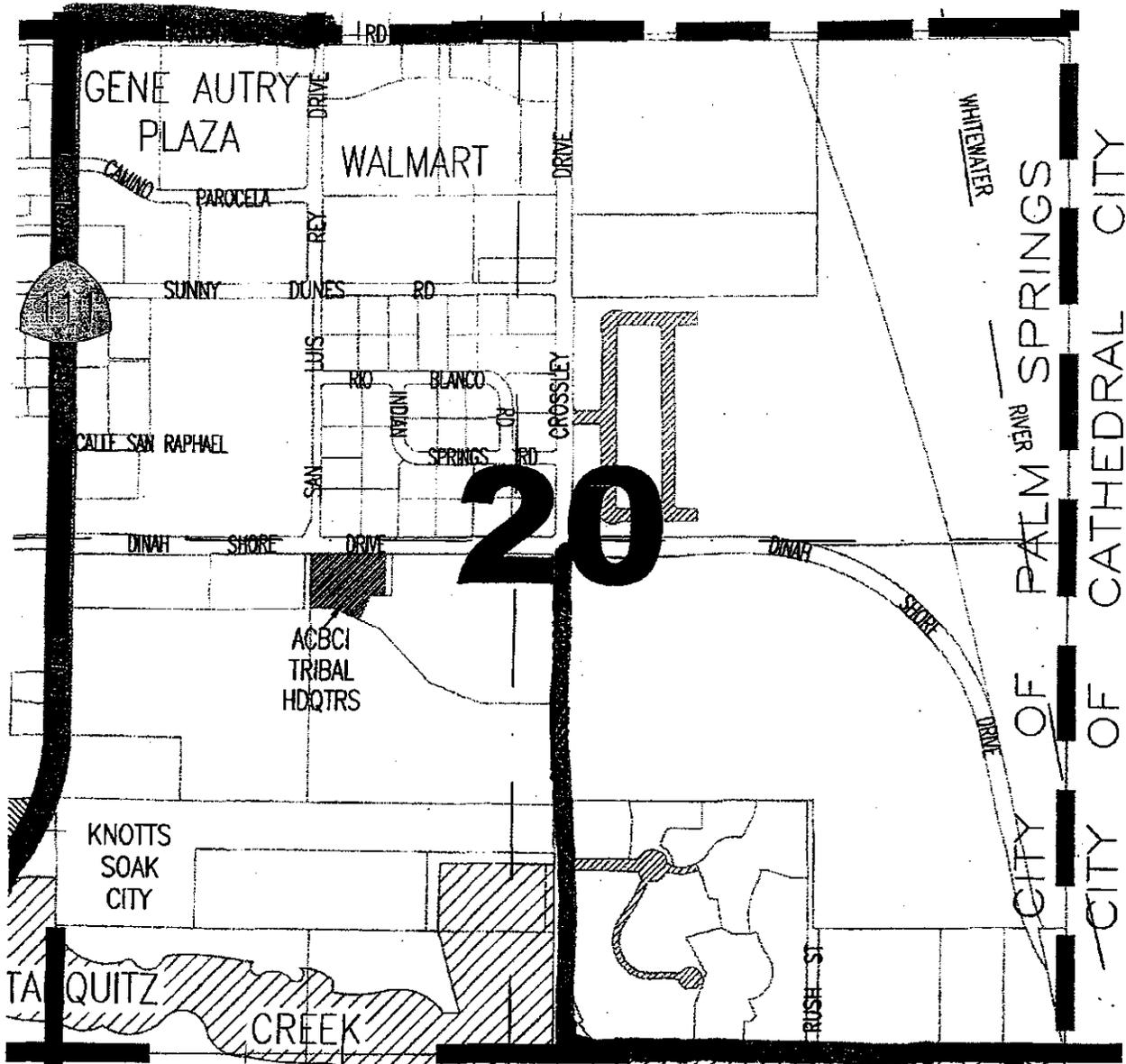
CITY OF PALM SPRINGS
SECTION 10-T4S-R4E



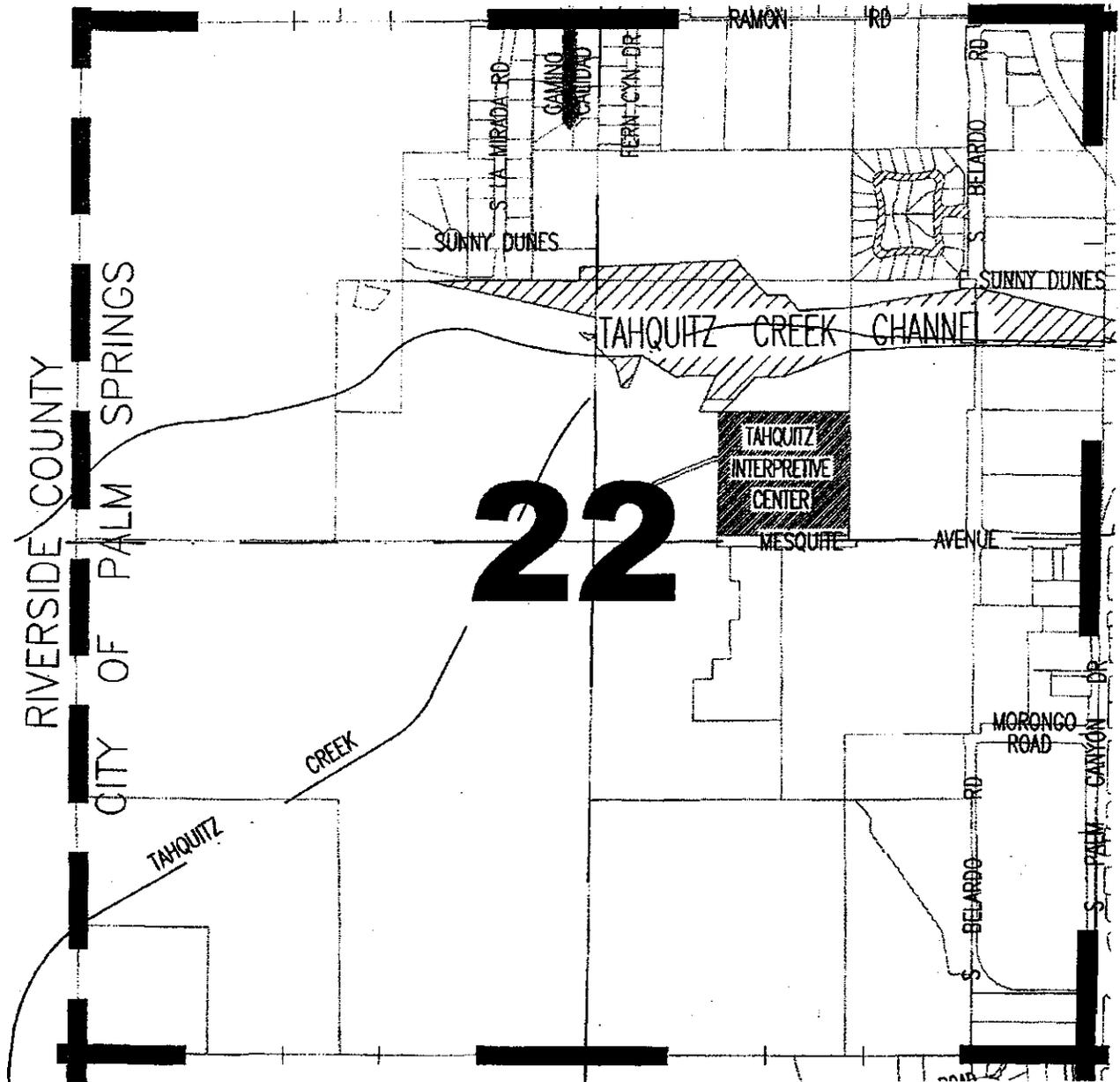
CITY OF PALM SPRINGS
SECTION 15-T3S-R4E



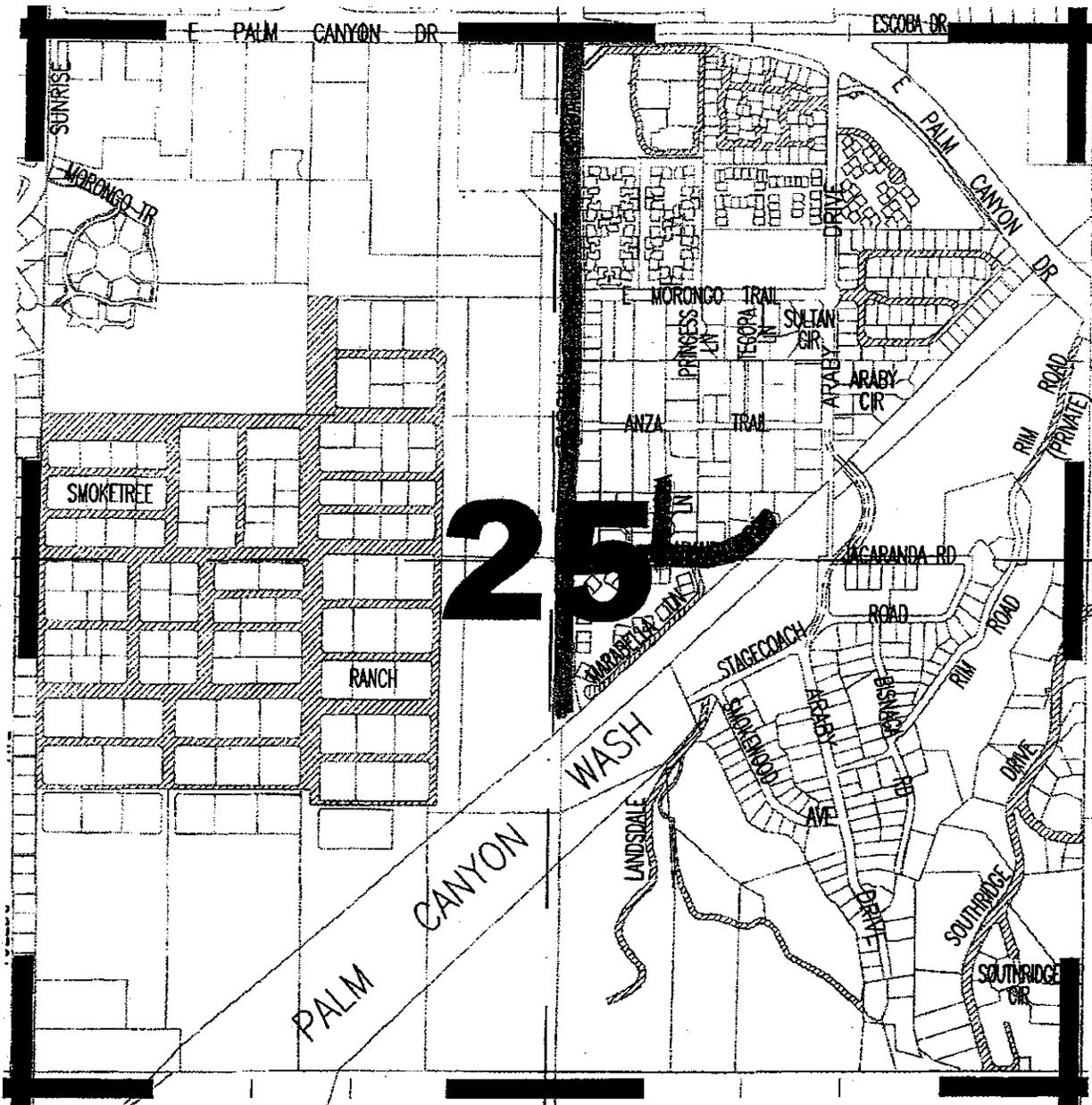
CITY OF PALM SPRINGS
SECTION 20-T4S-R5E



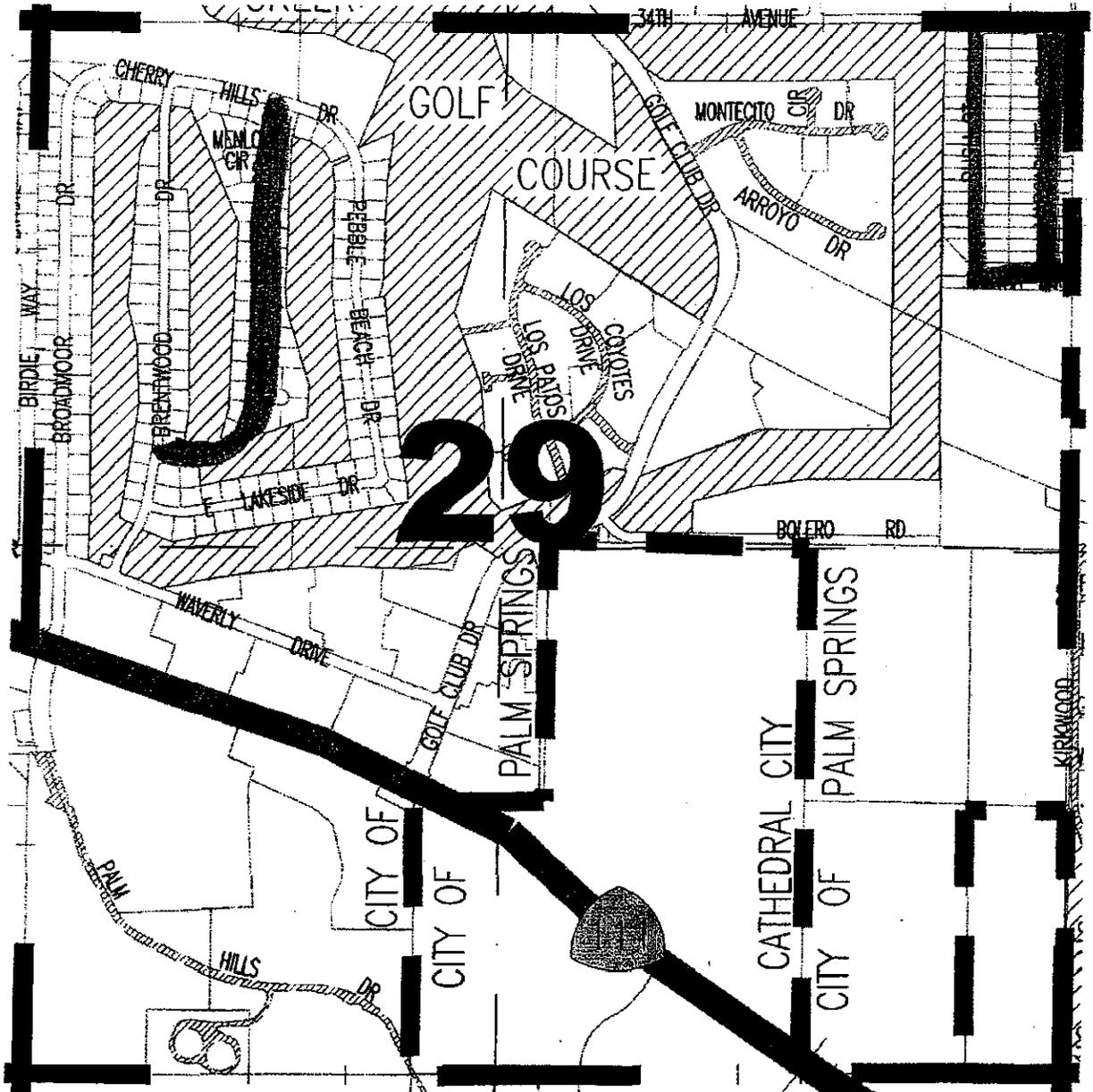
CITY OF PALM SPRINGS
SECTION 22-T4S-R4E



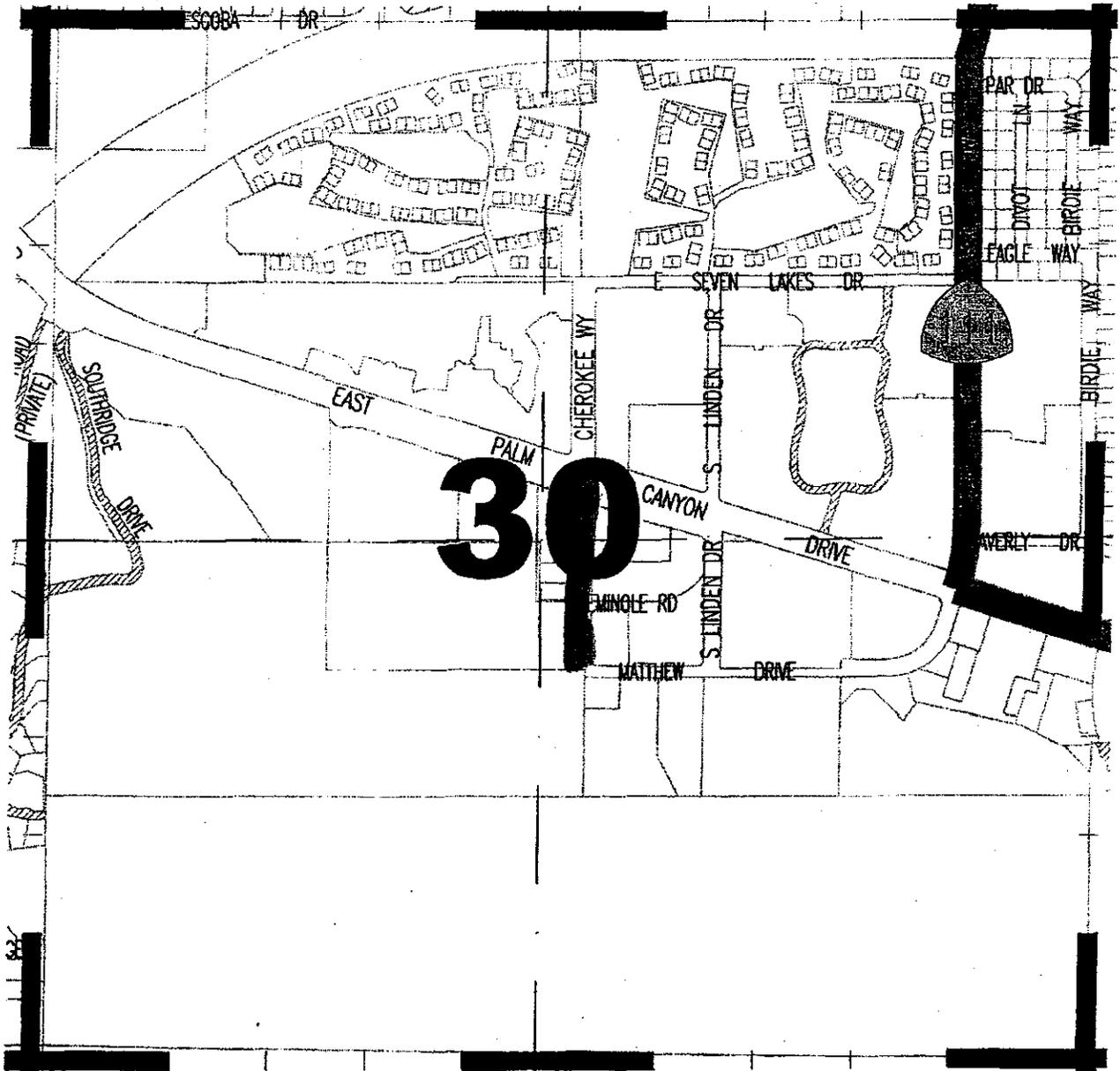
CITY OF PALM SPRINGS
SECTION 25-T4S-R4E



CITY OF PALM SPRINGS
SECTION 29-T4S-R5E



CITY OF PALM SPRINGS
SECTION 30-T4S-R5E



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: