

2.O. 2012-13 ANNUAL SLURRY SEAL (CP 13-02)

RECOMMENDATION: 1) Approve an agreement for the 2012-13 Annual Slurry Seal Project for certain Bid Schedules (CP 13-02); and 2) Authorize the City Manager to execute all necessary documents. A_____.

Bid opening will take place at 3:00 p.m., Tuesday, July 2, 2013.

Staff Report to follow



Attached for review:

1. Agreement
2. Street Listing and Maps

Item No. 2.O.

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 _____ 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.

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WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

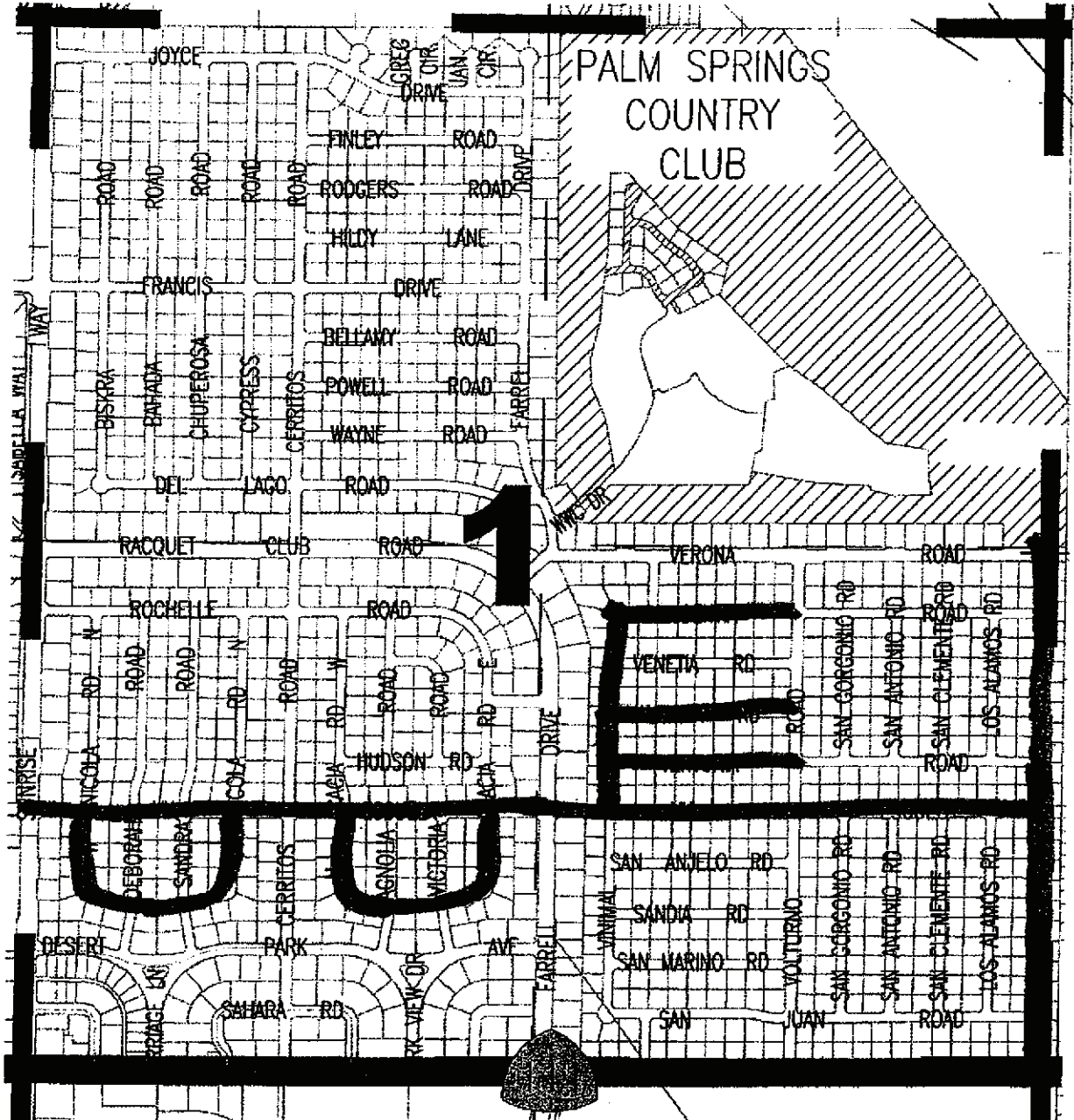
Notary Seal:

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

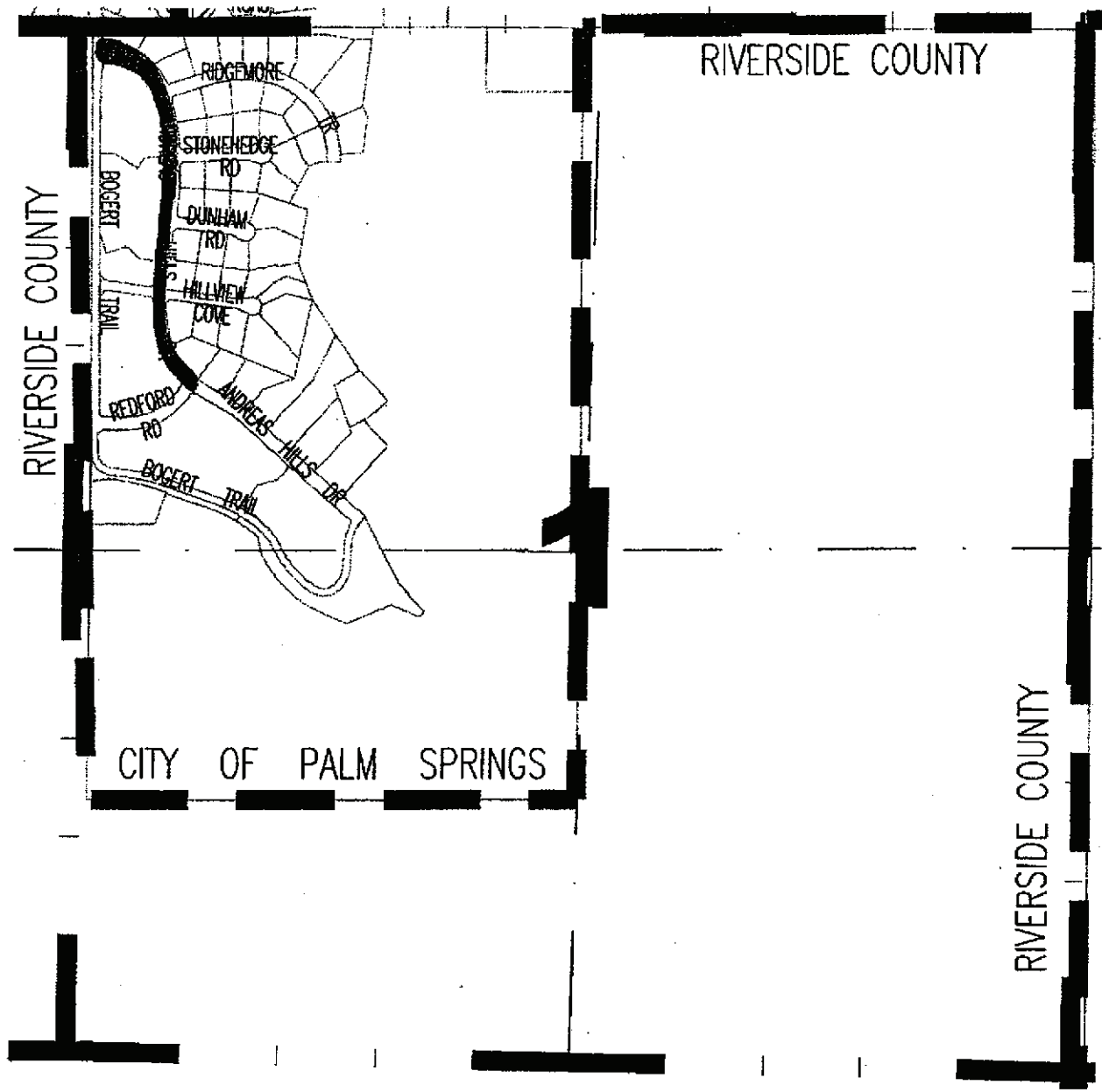
Location	Segment	Material	Cost	Length	Area	Unit	PCI
WHITEWATER CLUB DRIVE	1-4-4-155	VERONA ROAD					
WHITEWATER CLUB DRIVE	1-4-4-160	VIA ESCUELA	1,263.00	32	40,416	SqFt	80
VENETIA ROAD	1-4-4-180	VIA ESCUELA	1,271.00	32	40,672	SqFt	80
VALENCIA ROAD	1-4-4-185	VIMINAL ROAD	925	24	22,200	SqFt	80
VENTURA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

Avg PCI

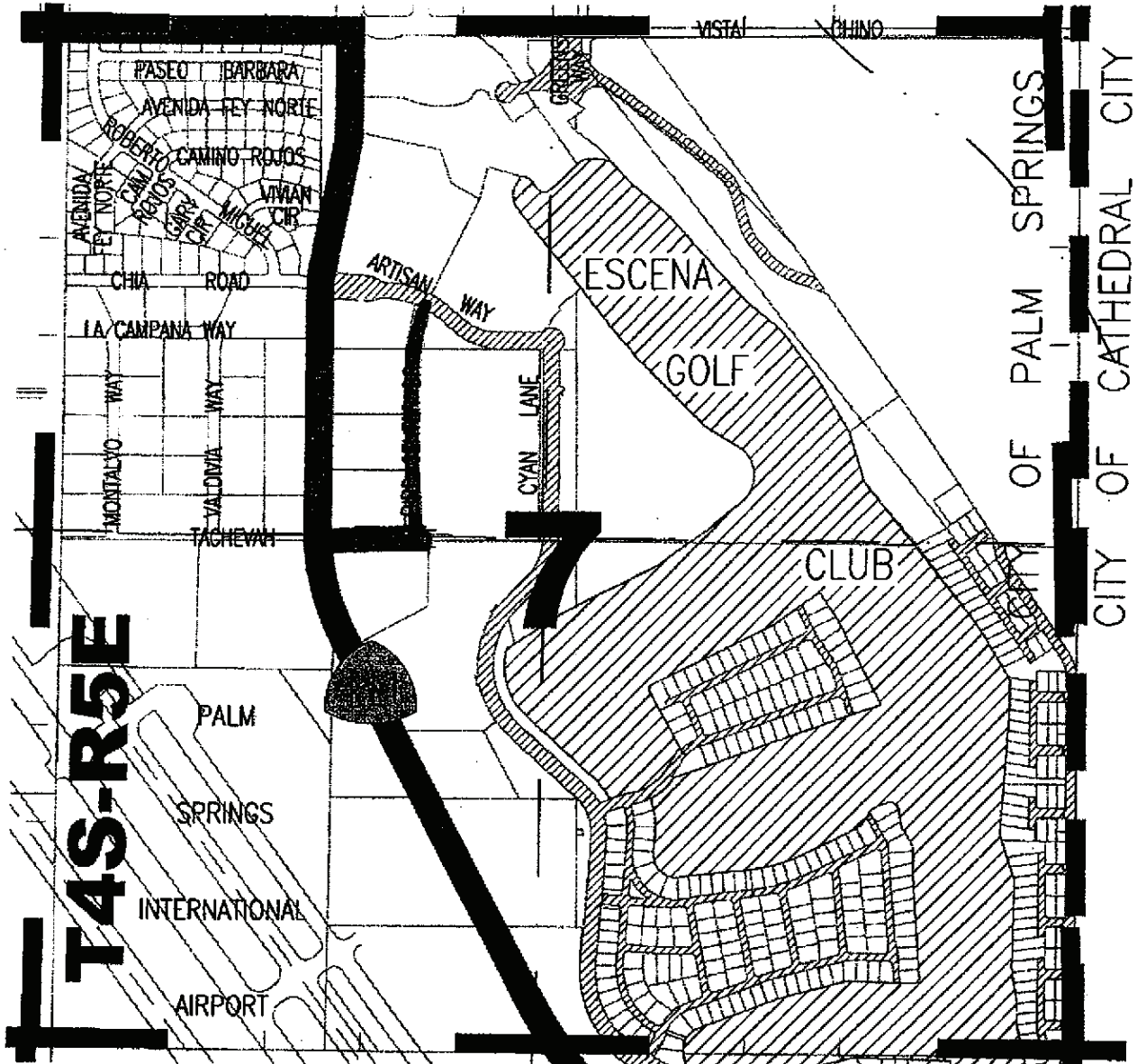
CITY OF PALM SPRINGS
SECTION 1-T4S-R4E



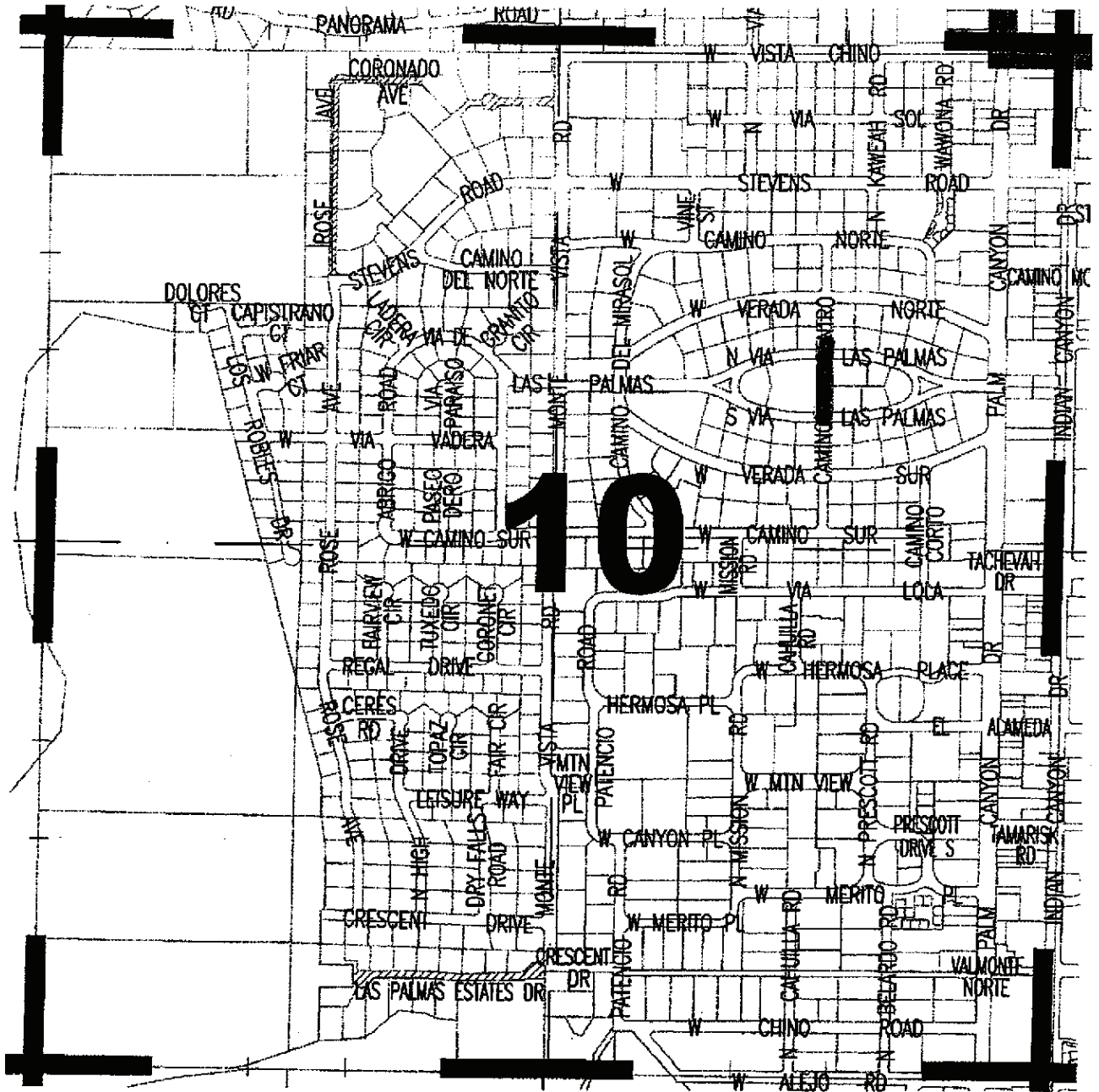
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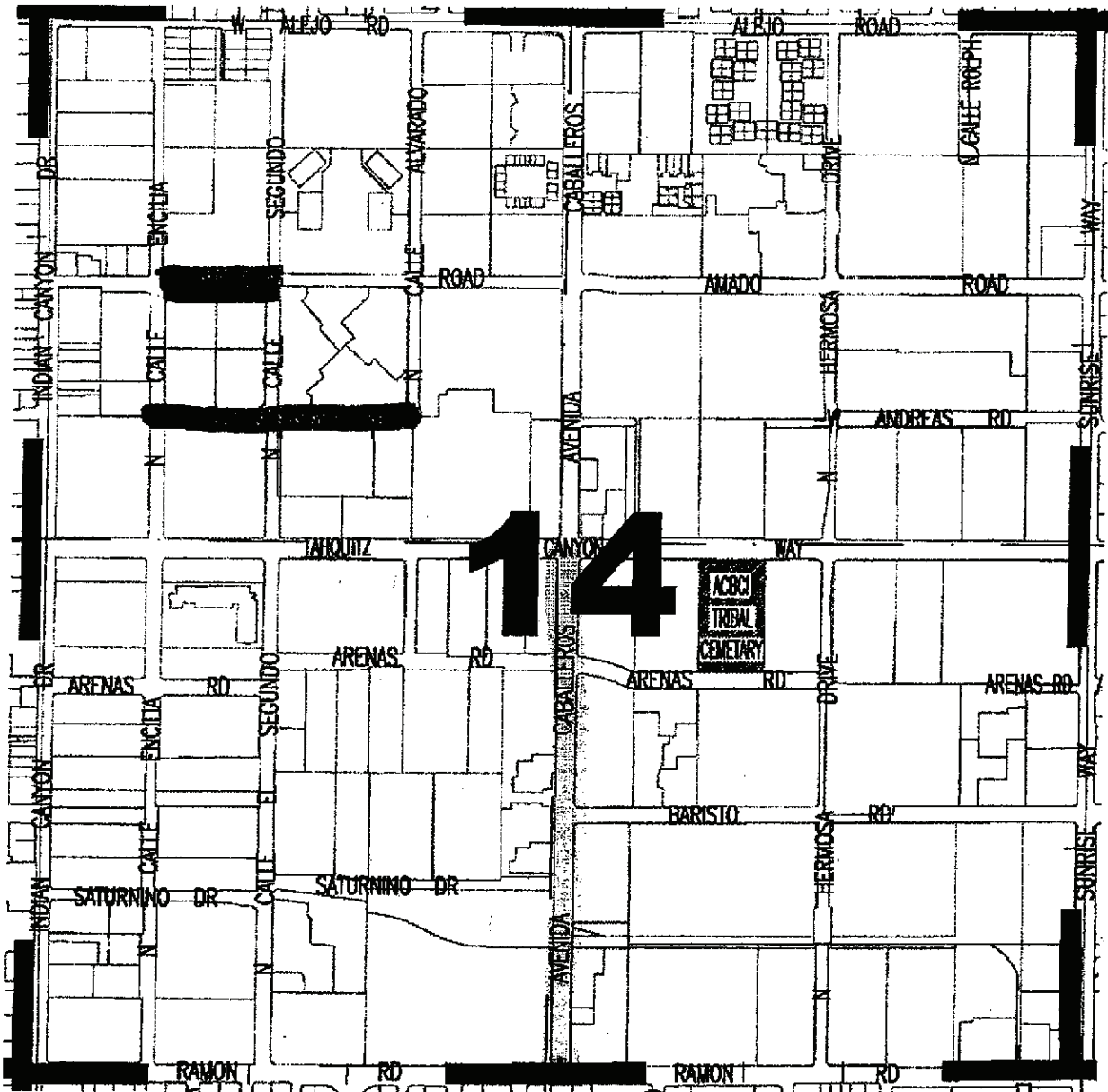
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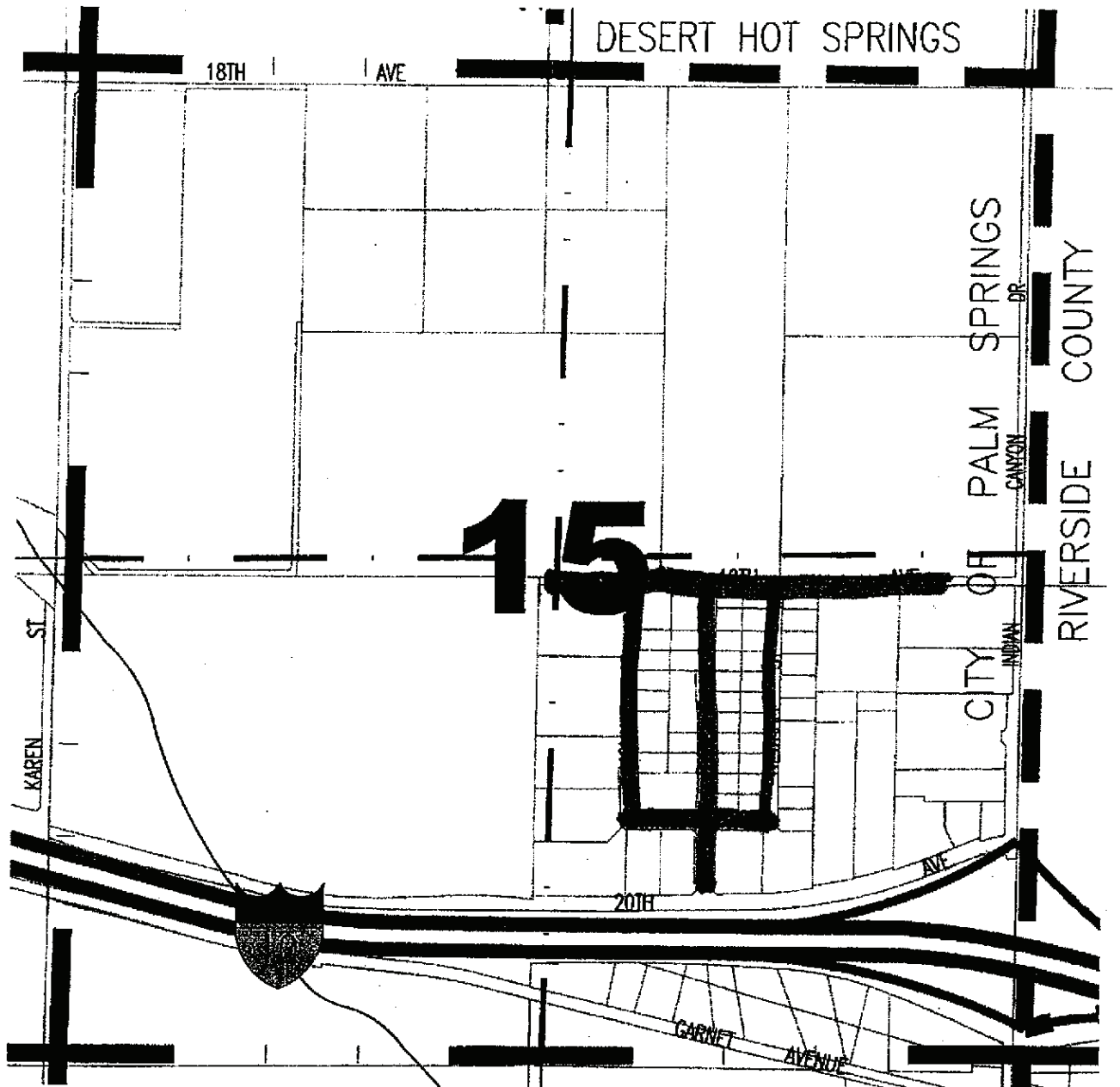
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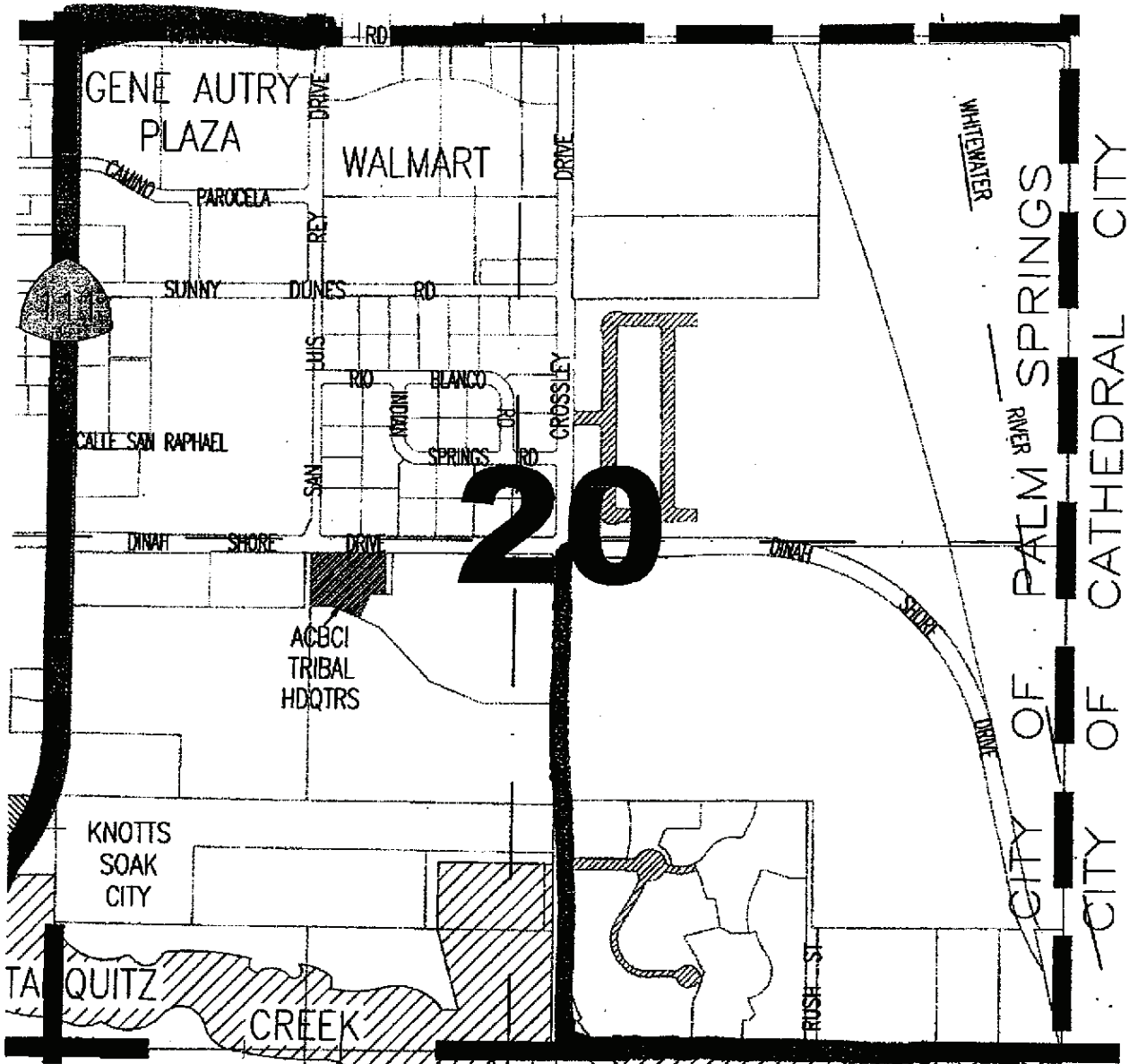
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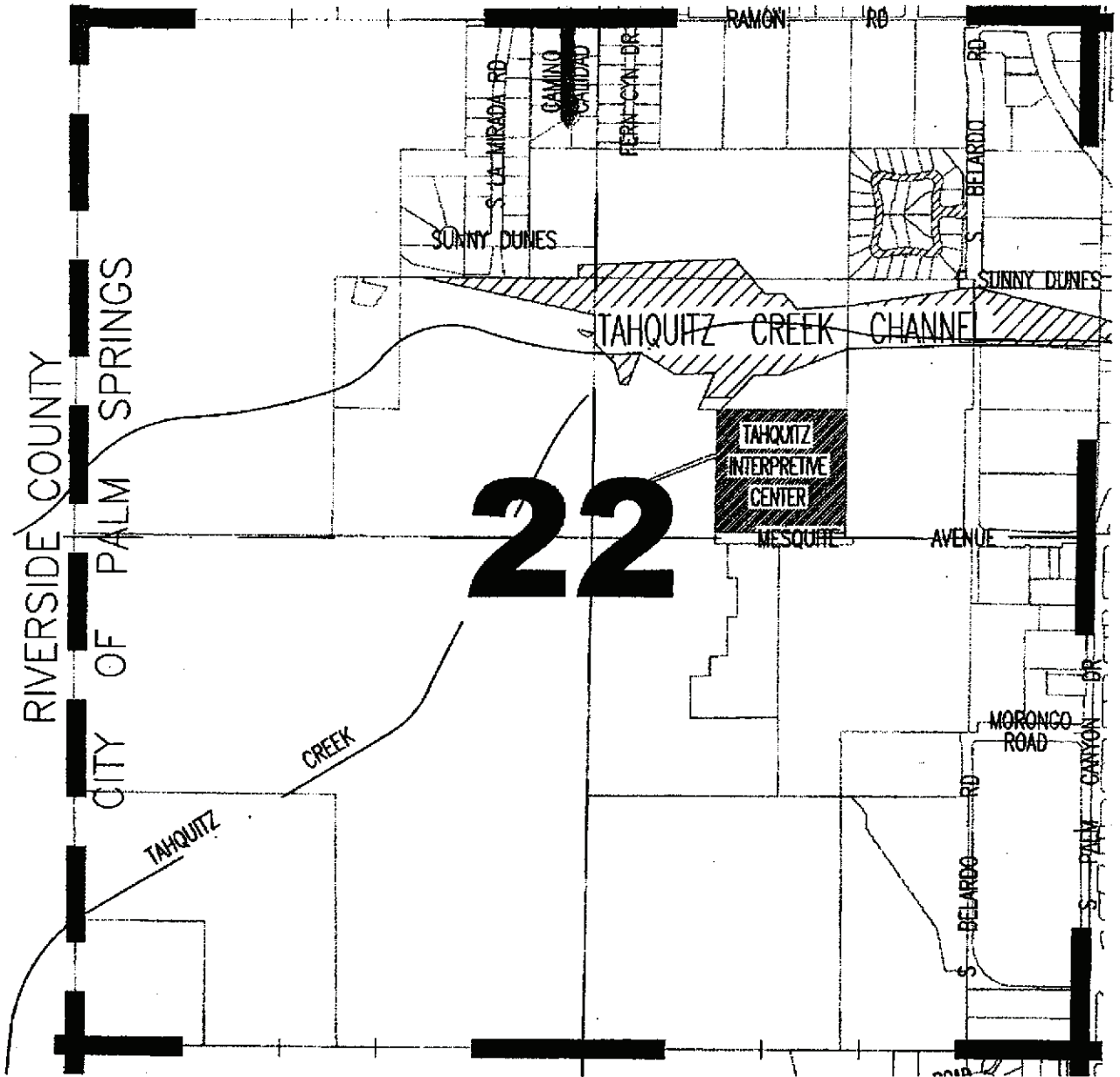
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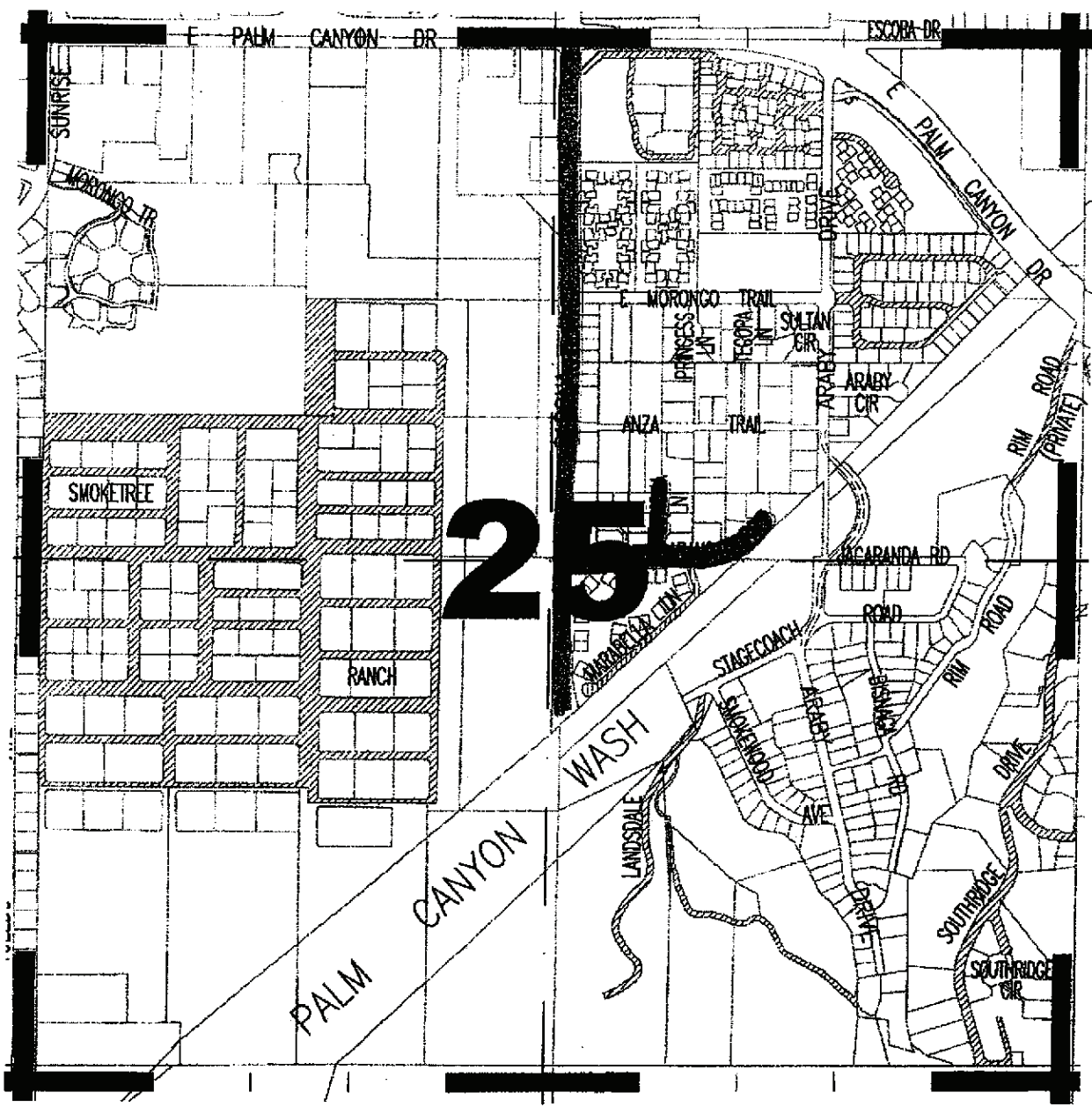
CITY OF PALM SPRINGS
SECTION 20-T4S-R5E



CITY OF PALM SPRINGS
SECTION 22-T4S-R4E



CITY OF PALM SPRINGS
SECTION 25-T4S-R4E



CITY OF PALM SPRINGS
SECTION 29-T4S-R5E

