



## City Council Staff Report

Date: February 18, 2009 NEW BUSINESS

Subject: AWARD OF CONTRACT FOR THE 2008/2009 ANNUAL SLURRY SEAL,  
CITY PROJECT 08-27

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

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### 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 \$580,770.90 with Bond Blacktop, Inc., for Bid Schedules A, B, C, E and F, for the 2008/2009 Annual Slurry Seal, City Project 08-27;" 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 include all of the streets within Section 3, T4S, R4E (the residential area between Indian Canyon Drive to the west city limit, and San Rafael Road south to Vista Chino), and Farrell Drive between Ramon Road and E. Palm Canyon Drive. At the request of Airport staff, this project also includes slurry seal of some Airport parking lots and cracksealing of the access road. Maps of these areas are included in Attachment 1.

The plans and specifications were prepared by Department staff, and on, December 3, 2008, the City Council approved the plans and specifications and authorized construction bidding. On January 2 and 9, 2009, the project was advertised for bids,

and at 2:00 p.m. on February 3, 2009, the Procurement and Contracting Division received construction bids from the following contractors:

1. Bond Blacktop, Inc.; Union City, CA; Bid: \$614,579.34
2. American Asphalt South, Inc.; Fontana, CA; Bid: \$729,899.87
3. Pavement Coatings Co.; Cypress, CA; Bid: \$739,376.72
4. Valley Slurry Seal Co.; West Sacramento, CA; Bid: \$753,830.50

The Airport's budget of \$110,000 for pavement maintenance was insufficient to cover all of the work identified by Bid Schedules C through F. In coordinating with the Airport, the recommended award does not include Bid Schedule D (slurry of the Airport Rental Car parking lots), which has been deferred by the Airport this year.

The Engineer's estimate for this project was \$600,000. The company is a California corporation, and its principal officer is Edward Dillon, President/Secretary.

**FISCAL IMPACT:**

Funding for the public street slurry scope of work identified by Bid Schedules A and B (\$477,839.10) is available in account 134-4498-50100 (Slurry Seal Program), and in account 134-4498-50000 (Unscheduled Capital Projects). Funding for slurry seal work at the Airport, identified by Bid Schedules C, E and F (\$102,931.80) is available in account 415-6100-46100 (Paved Areas Maintenance). No local general funds will be used for this project.



\_\_\_\_\_  
David J. Barakian  
Director of Public Works/City Engineer



\_\_\_\_\_  
Thomas J. Wilson  
Assistant City Manager



\_\_\_\_\_  
David H. Ready, City Manager

**ATTACHMENTS:**

1. Section Maps
2. Agreement

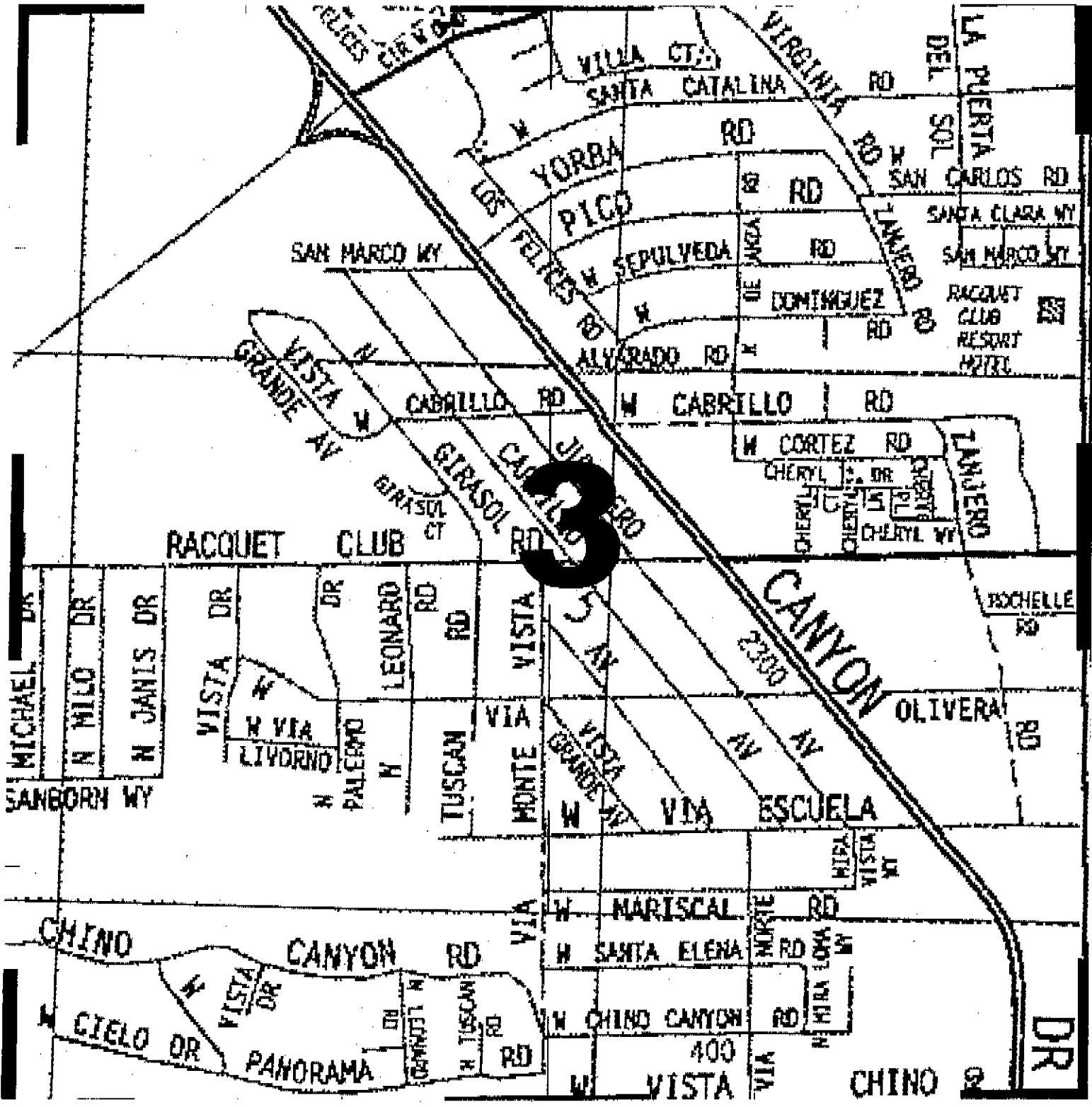
ATTACHMENT 1  
SECTION MAPS

**CITY PROJECT 08-27**  
**2008/2009 ANNUAL SLURRY SEAL**  
**SECTION 3-4-4 STREET LISTING**

Sec ID	Name	From	To	Area ft
0344005	SAN RAFAEL RD	INDIAN CANYON DRI	VIRGINIA RD	40,375
0344010	SAN RAFAEL RD	VIRGINIA RD	PALM CANYON DRIVE	126,480
0344015	VIRGINIA RD	SAN RAFAEL RD	345'S SAN RAFAEL	6,555
0344020	VIRGINIA RD	345'S SAN RAFAE	SANTA CATALINA	3,402
0344025	VIRGINIA RD	SANTA CATALINA	SAN CARLOS RD	10,160
0344030	PICO RD	ZANJERO RD	DE ANZA RD	12,768
0344035	PICO RD	DE ANZA RD	LOS FELICES RD	19,341
0344040	SEPULVEDA RD	LOS FELICES RD	DE ANZA RD	16,236
0344045	SEPULVEDA RD	DE ANZA RD	ZANJERO RD	15,532
0344050	SAN CARLOS RD	ZANJERO RD	INDIAN CANYON DRIVE	37,008
0344055	SANTA CLARA WY	INDIAN CANYON DRI	PUERTO DEL SOL	10,440
0344060	SAN MARCO WY	PUERTO DEL SOL	INDIAN CANYON DRIVE	10,260
0344065	SANTA CATALINA RD	INDIAN CANYON DRI	VIRGINIA RD	27,090
0344070	SANTA CATALINA RD	VIRGINIA RD	LOS FELICES RD	55,308
0344075	DOMINGUEZ RD	LOS FELICES RD	DE ANZA RD	12,540
0344080	DOMINGUEZ RD	DE ANZA RD	ZANJERO RD	23,156
0344085	ZANJERO RD	DOMINGUEZ RD	SAN CARLOS RD	12,474
0344090	ZANJERO RD	SAN CARLOS RD	YORBA RD	8,019
0344095	YORBA RD	ZANJERO RD	LOS FELICES RD	42,093
0344100	YORBA RD	LOS FELICES RD	PALM CANYON DRIVE	11,520
0344105	ALVARADO RD	PALM CANYON DRIV	LOS FELICES RD	6,620
0344110	ALVARADO RD	LOS FELICES RD	DE ANZA RD	10,896
0344115	CABRILLO RD	DE ANZA RD	ZANJERO RD	23,868
0344120	ZANJERO RD	CABRILLO RD	CORTEZ RD	4,050
0344125	PUERTO DEL SOL	SAN RAFAEL RD	SANTA CATALINA	6,525
0344130	PUERTO DEL SOL	SANTA CATALINA	SAN CARLOS RD	8,620
0344135	PUERTO DEL SOL	SAN CARLOS RD	S END	9,683
0344140	LOS FELICES RD	YORBA RD	N END	13,472
0344145	LOS FELICES RD	YORBA RD	ALVARADO RD	24,596
0344150	DE ANZA RD	YORBA RD	PICO RD	3,776
0344155	DE ANZA RD	PICO RD	SEPULVEDA RD	7,436
0344160	DE ANZA RD	SEPULVEDA RD	DOMINGUEZ RD	5,054
0344165	DE ANZA RD	DOMINGUEZ RD	CORTEZ RD	10,448
0344170	CORTEZ RD	DE ANZA RD	ZANJERO RD	16,400
0344175	ZANJERO RD	CORTEZ RD	RACQUET CLUB RD	16,450
0344176	ZANJERO RD	VIA ESCUELA	N END	2,870
0344180	VIA ESCUELA	INDIAN CANYON DRI	PALM CANYON DRIVE	25,937
0344185	VIA ESCUELA	PALM CANYON DRIV	VISTA GRANDE AV	43,494
0344190	VISTA GRANDE AV	VIA ESCUELA	VIA MONTE VISTA	25,248
0344195	GIRASOL AV	VIA MONTE VISTA	VIA OLIVERA	13,144
0344200	GIRASOL AV	VIA OLIVERA	VIA ESCUELA	23,520
0344205	CARDILLO AV	VIA ESCUELA	VIA OLIVERA	20,644
0344210	CARDILLO AV	VIA OLIVERA	RACQUET CLUB RD	18,260
0344215	CARDILLO AV	RACQUET CLUB RD	SAN MARCO WY	43,075
0344220	JUNIPERO AV	SAN MARCO WY	RACQUET CLUB RD	52,110
0344225	JUNIPERO AV	RACQUET CLUB RD	VIA OLIVERA	23,044
0344230	JUNIPERO AV	VIA OLIVERA	VIA ESCUELA	18,528
0344235	MIRA VISTA	VIA ESCUELA	MARISCAL RD	9,603
0344240	MARISCAL RD	MIRA VISTA	VIA NORTE	15,543
0344245	MARISCAL RD	VIA NORTE	W END	23,088
0344250	ROCHELLE RD	INDIAN CANYON DRI	W END	11,352
0344255	VIA OLIVERA	INDIAN CANYON DRI	421'W INDIAN CA	15,156

**CITY PROJECT 08-27**  
**2008/2009 ANNUAL SLURRY SEAL**  
**SECTION 3-4-4 STREET LISTING**

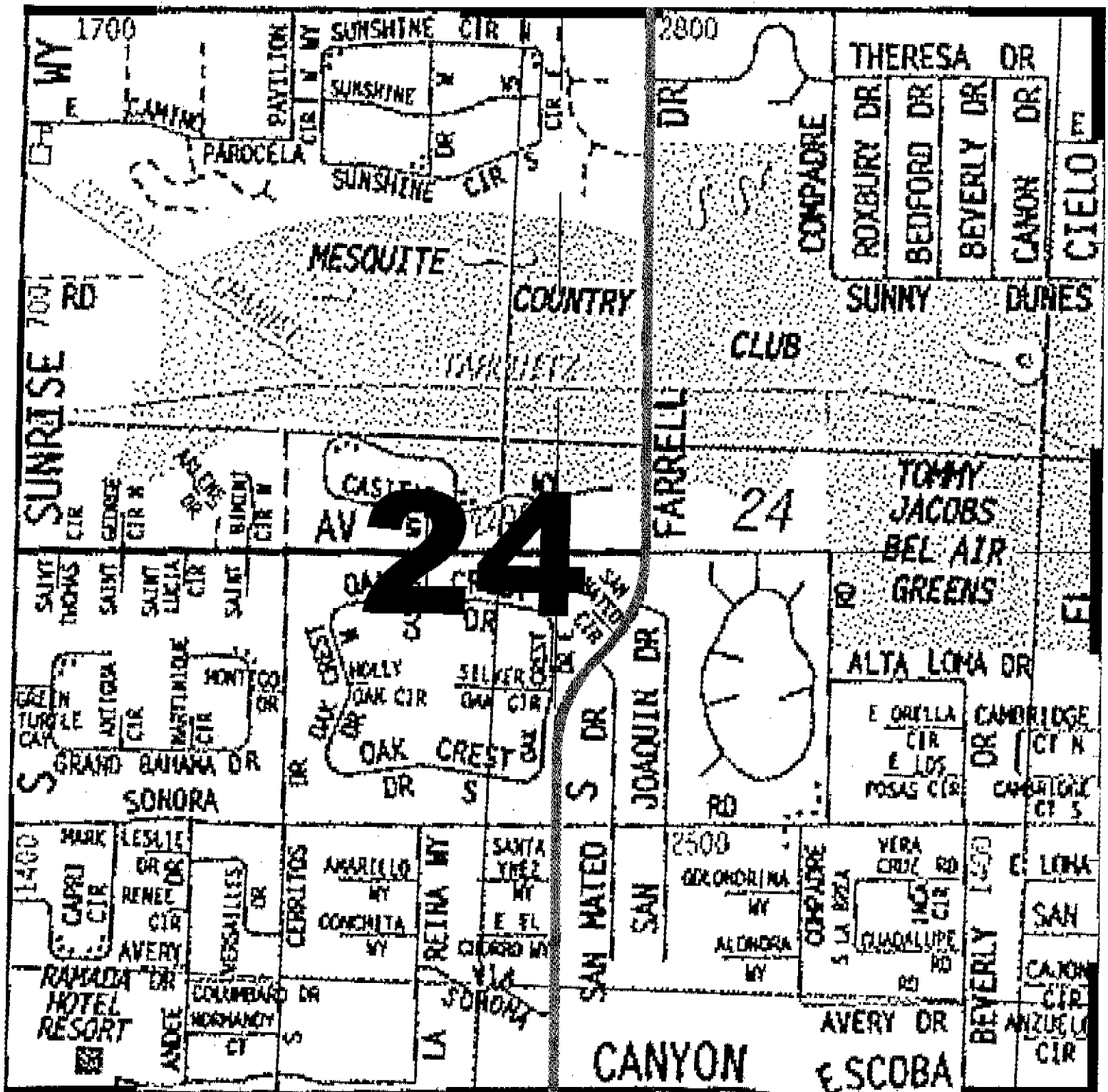
Sec ID	Name	From	To	Area ft
0344260	VIA OLIVERA	421'W INDIAN CA	PALM CANYON DRIVE	23,084
0344265	VIA OLIVERA	PALM CANYON DRIV	VIA MONTE VISTA	47,313
0344270	VIA OLIVERA	VIA MONTE VISTA	VISTA DR	31,600
0344275	VIA LIVORNO	VISTA DR	PALERMO DR	12,006
0344280	JANIS DR	RACQUET CLUB RD	SANBORN WY	34,290
0344285	SANBORN WY	JANIS DR	W END	7,735
0344290	MILO DR	SANBORN WY	RACQUET CLUB RD	33,462
0344295	VISTA DR	RACQUET CLUB RD	S END	21,462
0344300	PALERMO DR	RACQUET CLUB RD	VIA OLIVERA	14,674
0344305	PALERMO DR	VIA OLIVERA	S END	7,370
0344310	LEONARD RD	RACQUET CLUB RD	VIA OLIVERA	14,608
0344315	LEONARD RD	VIA OLIVERA	S END	11,067
0344320	TUSCAN RD	RACQUET CLUB RD	VIA OLIVERA	17,685
0344325	TUSCAN RD	VIA OLIVERA	S END	3,982
0344330	VIA MONTE VISTA	RACQUET CLUB RD	VIA OLIVERA	16,175
0344335	VIA MONTE VISTA	VIA OLIVERA	S END	6,120
0344340	GIRASOL AV	RACQUET CLUB RD	528'N RACQUET C	17,424
0344345	GIRASOL AV	528'N RACQUET C	VISTA GRANDE AV	29,348
0344350	VISTA GRANDE AV	GIRASOL AV	CABRILLO RD	20,016
0344355	CABRILLO RD	VISTA GRANDE AV	GIRASOL AV	6,768
0344360	CABRILLO RD	GIRASOL AV	CARDILLO AV	5,952
0344365	CABRILLO RD	CARDILLO AV	JUNIPERO AV	5,586
0344370	CABRILLO RD	JUNIPERO AV	PALM CANYON DRIVE	5,922
0344375	SAN MARCO WY	PALM CANYON DRIV	W END	13,158
0344380	ALLEY JUNIPERO AV	SAN MARCO WY	CABRILLO RD	11,241
0344385	ALLEY JUNIPERO AV	CABRILLO RD	RACQUET CLUB RD	10,164
0344390	GIRASOL CT	GIRASOL AV	W END	8,334
0344395	VIA NORTE	VIA ESCUELA	MARISCAL RD	9,560
0344400	VIA NORTE	MARISCAL RD	VISTA CHINO	26,082
0344405	SANTA ELENA RD	VIA NORTE	W END	20,878
0344410	SANTA ELENA RD	VIA NORTE	MIRA LOMA	10,962
0344415	MIRA LOMA	SANTA ELENA RD	CHINO CANYON RD	10,332
0344420	CHINO CANYON RD	MIRA LOMA	VIA NORTE	8,667
0344425	CHINO CANYON RD	VIA NORTE	PANORAMA RD	39,360
0344430	CHINO CANYON RD	PANORAMA RD	W END	48,762
0344435	VISTA DR	CHINO CANYON RD	VISTA DR	6,480
0344440	PANORAMA RD	CHINO CANYON RD	CHINO CANYON RD	40,460
0344445	LEONARD RD	CHINO CANYON RD	PANORAMA RD	7,050
0344450	CIELO DR	PANORAMA RD	W END	17,460
0344455	RACQUET CLUB RD	PALM CANYON DRIV	JUNIPERO AV	14,553
0344460	RACQUET CLUB RD	JUNIPERO AV	LEONARD RD	46,980
0344465	RACQUET CLUB RD	LEONARD RD	W END	40,200
0344470	RACQUET CLUB RD	PALM CANYON DRIV	INDIAN CANYON DRIVE	105,103
0344475	INDIAN CANYON DRIVE	VISTA CHINO	RACQUET CLUB RD	168,228
0344480	INDIAN CANYON DRIVE	RACQUET CLUB RD	SIMMS RD	137,952
0344485	INDIAN CANYON DRIVE	SIMMS RD	SAN RAFAEL RD	38,079
0344490	VIA ESCUELA	VISTA GRANDE AV	W END	24,675
<b>SECTION TOTAL (TYPE II)</b>				<b>2,280,510</b>
<b>NOT IN CONTRACT - SEE CP 07-18</b>				



**CITY PROJECT 08-27  
2008/2009 ANNUAL SLURRY SEAL  
SECTION 24-4-4 STREET LISTING**

Sec ID	Name	From	To	Area ft
2444005	FARRELL DR	RAMON RD	PALM CANYON DR	322,200
			<b>SECTION TOTAL REAS</b>	<b>322,200</b>

07





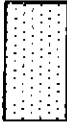
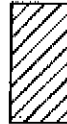


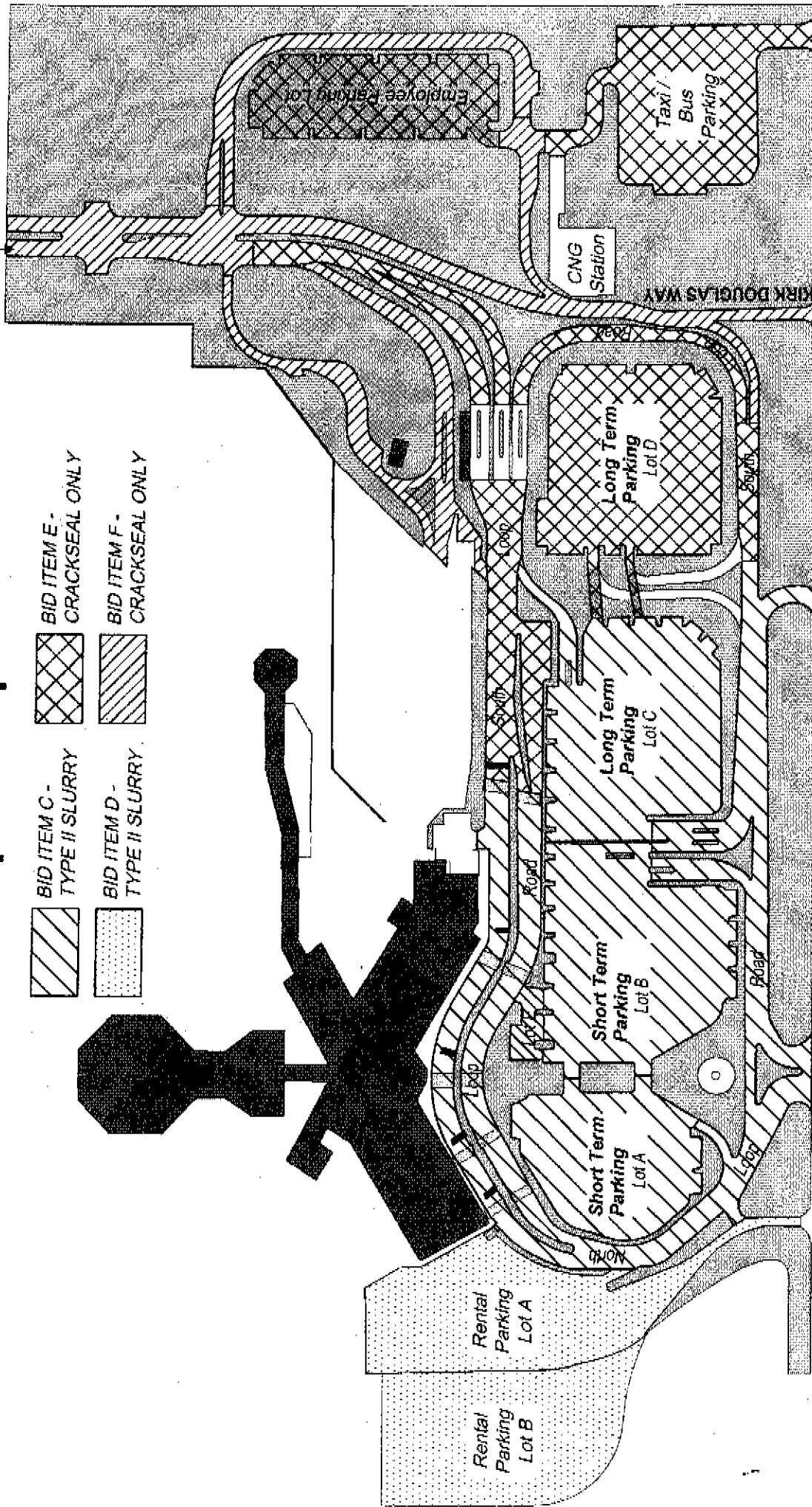
**CITY PROJECT 08-27  
2008/2009 ANNUAL SLURRY SEAL  
AIRPORT ROADS & PARKING LOTS**

<b>Name</b>	<b>Bid Item</b>	<b>True Area</b>
North Loop Road	C	139,392
Parking Lot A - Short Term	C	65,340
Parking Lot B - Short Term	C	99,317
Parking Lot C - Long Term	C	109,771
Parking Lot E - Short Term	C	5,445
Rental Car Lot A	D	81,893
Rental Car Lot B	D	53,965
<b>SUBTOTAL</b>		<b>555,123</b>
South Loop Road	E	145,577
Parking Lot D - Long Term	E	99,752
Taxi / Bus Parking	E	74,488
Employee Parking	E	58,806
Emp. Pking Access Road	F	23,871
Delivery Access Road	F	13,765
Kirk Douglas Way	F	250,034
<b>SUBTOTAL</b>		<b>520,716</b>

# 2008/20096 Slurry Seal Airport Map

KIRK DOUGLAS PARKWAY  
(EL CIELO TO RAMON RD.)

- |   |                                |  |                                |
|---|--------------------------------|--|--------------------------------|
|  | BID ITEM C -<br>TYPE II SLURRY |  | BID ITEM E -<br>CRACKSEAL ONLY |
|  | BID ITEM D -<br>TYPE II SLURRY |  | BID ITEM F -<br>CRACKSEAL ONLY |



EL CIELO ROAD

TAHQUITZ CANYON WAY  
AIRPORT ENTRANCE

BARISTO  
ROAD

ATTACHMENT 2  
AGREEMENT

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 200\_\_\_, 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:

#### 2008/2009 ANNUAL SLURRY SEAL CITY PROJECT NO. 08-27

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 rubberized emulsion-aggregate slurry seal (REAS) or FLEX SEAL on Farrell Drive between Ramon Road and East Palm Canyon Drive; and construction of Type II Slurry Seal on various City streets in Section 3, Township 4 South, Range 4 East between San Rafael Road south to Vista Chino Road and Indian Canyon Drive west to foothills; traffic striping; and all appurtenant work. The Work also includes construction of crack-sealing and Type II Slurry Seal on certain access roads and parking lots within the Palm Springs Airport, and crack-sealing only of certain access roads and parking lots within the Palm Springs Airport.

### 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           \$580,770.90**  
**Bid Schedules A, B, C, E and F**

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 number 01, 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 X Corporation  
Address: 2628 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 \_\_\_\_\_

personally known to me (or 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

personally known to me (or 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary Signature:

Notary Signature:

Notary Seal:

Notary Seal: